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VOL II

TRANSCRIPT OF RECORD

CONF
A. I. C.

Supreme Court of the United States

SCOTLAND TERM, 1942

No. 896

A. W. ALTVATER AND THE WESTERN SUPPLIES
COMPANY, PETITIONERS,

vs.

BENJAMIN W. FREEMAN AND THE LOUIS G.
FREEMAN COMPANY

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT
OF APPEALS FOR THE EIGHTH CIRCUIT

FORWARDED FOR CERTIORARI FILED FEBRUARY 2, 1942.

CERTIORARI GRANTED MARCH 2, 1942.

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1942

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[fol. 2] **DEFENDANT'S EXHIBIT A-1**

LICENSE CONTRACT

This Agreement, made this 1st day of December, 1928, by and between Benjamin W. Freeman, of Cincinnati, Ohio, hereinafter called the Licenser, and The Globe Machine Company, a corporation of Massachusetts, whose place of business is Lynn, Massachusetts, hereinafter called the Licensee, witnesseth that

Whereas, Benjamin W. Freeman, is the owner of U. S. Letters Patent No. 1,681,033, disclosing and claiming cut-out machines and masks, anvils and dies, for the use in cutting out operations.

Whereas, The Globe Machine Company is desirous of manufacturing dies, masks and cutting anvils for use in shoe ornamenting machines made in accordance with and licensed under the patent above noted.

Now, Therefore, this instrument witnesseth, in consideration of the mutual covenants and agreements herein contained, and of one dollar (\$1.00) each to the other paid, receipt whereof is hereby acknowledged, it is hereby agreed as follows:

1. Said Benjamin W. Freeman hereby licenses the Globe Machine Company, subject to the conditions hereinafter enumerated, to make and sell dies, masks and cutting anvils for use in shoe ornamenting machines licensed under said patent rights.

2. The Licenser agrees that it will, from time to time, advise the Licensee of those companies and persons who are licensed under said patent and for whose shoe ornamenting machines said Licensee may manufacture dies, masks and cutting anvils as aforesaid, and said Licensee agrees that it will manufacture dies, masks, cutting anvils and parts for such companies and persons, and for no others.

3. The Licensee agrees that said dies, masks and anvils shall be manufactured of first class material and workmanship.

[fol. 3] 4. The Licensee agrees that on each die, mask or anvil or other part made under this license and produced and sold by it, it will pay a royalty of 15% of the selling price to the Licensor, providing that said royalty amounts to not less than \$2.00 on any one item sold hereunder as a unit structure be it a die, an anvil or a mask or combination of the same sold as an item, without individual price listing of the respective parts, in which case the Licensee agrees to pay a royalty of \$2.00 on each die, mask or anvil sold as a unit.

5. The Licensee agrees that accountings and payments of said royalty to the Licensor shall be made by the Licensee on the fifteenth day of each month for all dies, masks, anvils or other parts made under this license and sold during the preceding month, beginning with December 1st, 1928.

6. The Licensee agrees that accounts with said payments shall be complete with an itemized list of selling price, masks, dies and anvils sold, and to whom sold; also four paper impressions of each, three blank and one specifying to whom sold, price and number.

7. The Licensee agrees that it will stamp each and every die, mask and anvil made and sold by it with a serial number, commencing with the number G-1, and numbering each die, anvil or mask consecutively thereafter.

8. In addition to said consecutive serial numbers the Licensee agrees to stamp on each die produced by it the phrase "Pat. #1,681,033", together with Licensee's own mark as authorized agent, the first noted stamp being provided by the Licensor.

9. The Licensor may require additional markings to designate patent numbers or other data, from time to time, if desired, and may specify other markings on the dies, masks and anvils which the Licensee makes at the Licensor's option, and the Licensee agrees that it will mark the licensed parts which it makes (or sells) in accordance with the Licensor's instructions.

[fol. 4] 10. The Licensee agrees to keep separate books of account, covering all licensed dies, masks and anvils produced and sold by it, and to permit access to the Licensor or its representative at any reasonable times to

said books and records, and to supply copies of same, under oath if desired, and from time to time as required.

11. As liquidated damages to reimburse the Licensors for its time and expense in bringing out the facts in connection therewith, Licensee agrees to pay to the Licensors the entire selling price for each part made in accordance with the patent under which it is licensed and produced and sold by the Licensee and for which the Licensee has failed to account or pay the required royalty to the Licensors within the times above provided.

12. This license and agreement is a non-exclusive, non-transferable license, granted by the Licensors to the Licensee for the manufacture of dies, anvils and masks in the city of Lynn, Massachusetts and for the sale only throughout New England and the states of New York, Pennsylvania, Virginia, Delaware, Maryland and New Jersey, and the said Licensors reserves to itself the right to make, produce, and sell machines and parts made in accordance with said patent, and to license others in addition to the present Licensee.

13. This license may be cancelled forthwith by the Licensors in case of breach by the Licensee of any of its terms, and the Licensee may cancel this agreement upon sixty days (60) written notice sent registered mail to the Licensors, said cancellation to take effect on the next payment day. Such cancellation shall not affect the right of the Licensors to collect royalties for dies, masks and anvils on which payments are or may be due. The Licensee hereby agrees to discontinue the manufacture of parts which infringe any of the claims of any of the patents under which it is licensed upon the termination of this license contract, in case of such cancellation by the Licensee.

[fol. 5] 14. The Licensee agrees, that it will at no time, contest the validity, right and title of Benjamin W. Freeman in and to the aforesaid patent, which agreement is not waived by any termination of this agreement, and the Licensors as a special consideration therefore and in addition to the considerations heretofore expressed, hereby waives all claims covering damages heretofore incurred by The Globe Machine Company thru the manufacture of said dies, masks, anvils and parts which have been made and sold in accordance with aforesaid patent.

In witness whereof the parties hereto have had this agreement executed in duplicate by the Licensor and Licensee at *Cincinnati, Ohio, December 5th and at Lynn, December 3,* the day noted and year first above written.

Benj. W. Freeman. Globe Machine Company, by
Geo. K. Lundhof. (Corporate Seal.)

[fol. 6]

DEFENDANT'S EXHIBIT A-2

License Agreement

Agreement made this twenty-ninth day of March, 1928, by and between The Louis G. Freeman Company, a corporation of Ohio, having a usual place of business at Cincinnati, Ohio, and Benjamin W. Freeman of Cincinnati, Ohio, parties of the first part, hereinafter referred to as "Licensors", and United Shoe Machinery Corporation of Paterson, New Jersey, a corporation duly organized and existing under the laws of the State of New Jersey, having a place of business at 205 Lincoln Street, Boston, Massachusetts, and United Shoe Machinery Corporation of Portland, Maine, a corporation duly organized and existing under the laws of the State of Maine, having a place of business at 205 Lincoln Street, Boston, Massachusetts, parties of the second part, hereinafter referred to as "Licensees":

Witnesseth: That,

Whereas said Benjamin W. Freeman or said The Louis G. Freeman Company is now, or is presently to become, the owner of United States patent to Joseph C. Knight No. 1,584,230, dated May 11, 1926, of United States patent to A. J. Thomas No. 1,545,863, dated July 14, 1925, and application for reissue of said Thomas patent Serial No. 143,308, filed October 21, 1926, an application for United States patent of Benjamin W. Freeman, Serial No. 678,213, filed December 3, 1923, and an application for United States patent of George Knight, Serial No. 686,153, filed January 14, 1924, and

Whereas United Shoe Machinery Corporation of Paterson, New Jersey, and United Shoe Machinery Corporation of Portland, Maine, are desirous of acquiring a license to [fol. 7] manufacture and/or sell machines, dies and masks

embodying the subject-matter of said patents and applications, and all patents issued upon said applications, or upon the improvements disclosed therein;

Now, therefore, the parties covenant and agree with each other as follows:

(1) The said Benjamin W. Freeman and the said The Louis G. Freeman Company agree to and hereby do grant to said United Shoe Machinery Corporation of Paterson, New Jersey, and said United Shoe Machinery Corporation of Portland, Maine, a license to manufacture and/or to sell throughout the United States machines, dies and masks embodying the subject-matter of said Joseph C. Knight patent No. 1,584,230, said A. J. Thomas patent No. 1,545,863, and of all patents that may be issued upon said Thomas reissue application, said Freeman application and said George Knight application, and any divisions, renewals or reissues of any of the said patents or applications.

(2) The Licensees agree to pay to the Licensors a royalty of ten per cent. (10%) on the selling price of all machines, dies and masks which are covered by such patents, or which dies and masks are adapted and sold for use in such machines in a combination of elements covered by said patents, but it is understood and agreed that if the Licensees acquire machines, dies or masks from another Licensee or from said Licensors, for resale, no royalty shall be due or payable upon same under this agreement. It is further understood and agreed that upon anvils of the type disclosed in the said Thomas patent and application which are sold for use in clicking machines, the royalty shall be ten per cent. (10%) of the selling price of the anvil, such anvil being regarded as a machine within the meaning of this License Agreement.

[fol. 8] (3) A full and free license under all of said patent rights is hereby granted by the Licensors to each one of the customers of the Licensees who have heretofore bought machines, dies or masks from the Licensees or either of them, whereby said customers shall be protected in their continued use of same without any claims of any kind being made against them under any of said patents issued or to be issued.

(4) It is understood and agreed that the obligation to pay royalties shall commence upon the issue of a dominating

patent upon the foregoing inventions and applications, additional to the said patent of Joseph C. Knight No. 1,584,-230.

(5) Royalty accounts and payments shall be rendered quarterly in each year beginning as provided in the preceding clause, said quarterly accounts and payments to be forwarded to Licensors by Licensees on the 20th of the month following the end of the preceding quarter, and shall include lists of machines, dies and masks, together with serial numbers of each and impressions of dies, selling price of each, purchasers, and dates shipped within the quarterly period covered by such reports. It is understood and agreed, however, that no account need be rendered for any quarter in which no sales have been made under this license.

(6) The license herein granted is personal with the Licensees and shall not be assigned or transferred without Licensors' written consent, except to a successor in business.

(7) In the event that it is decided by an appellate court, or by a lower court whose decision is not appealed from, that dies adapted and sold for use in machines covered by the patents under which this license is granted are not within the monopoly of such patents, then the obligation to [fol. 9] pay royalty upon such dies is to cease from and after the date when such decision becomes final; and in the event that it is decided by an appellate court, or by a lower court whose decision is not appealed from, that the claims of Licensors' patent or patents are invalid, or of such narrow scope that they would not cover the machines or masks made by the Licensees, then the obligation to pay royalty upon such machines or masks is to cease.

(8) The Licensees agree to mark machines, dies and masks in accordance with the statute requiring notice of patents to the public, and Licensors shall supply stamps for such markings on the dies and masks.

(9) In case of the failure of the Licensees to comply with the provisions herein, notice in writing shall be served by Licensors on the Licensees, setting forth the breach or default complained of, and if such breach or default is not rectified within sixty days after the receipt of such notice, then Licensors may, by formal notice in writing, terminate this License Agreement.

(10) This agreement and the license granted herein, unless sooner terminated as hereinbefore provided for, shall run for the length of the latest patent covering and protecting any essential part of the machines, dies or masks herein referred to.

In witness whereof the said Benjamin W. Freeman has hereunto set his hand and seal, and The Louis G. Freeman Company, United Shoe Machinery Corporation of Paterson, New Jersey and United Shoe Machinery Corporation of Portland, Maine, have caused these presents to be [fol. 10] duly executed, in duplicate, by their respective officers the day and year first above written.

Benjamin W. Freeman, The Louis G. Freeman Company, by Benjamin W. Freeman, Treasurer. United Shoe Machinery Corporation (of Paterson, New Jersey), by Sidney A. Swislon, its President. United Shoe Machinery Corporation (of Portland, Maine), by Sidney A. Swislon, its Vice President.

[fol. 11]

DEFENDANT'S EXHIBIT A-3

Agreement

Agreement made this 28th day of March, A. D. 1928 by and between The Louis G. Freeman Company, a corporation of Ohio, and having a usual place of business at Cincinnati, Ohio, and Benjamin W. Freeman, also of Cincinnati, Ohio, and Treasurer of said company, parties of the first part, and George Knight of Brockton, Massachusetts, doing business at Brockton as George Knight & Co., party of the second part, and the Brockton Perforating Machine Company, a corporation of Massachusetts, and having a usual place of business at Brockton, Massachusetts, and Joseph C. Knight, also of said Brockton, President of said company, parties of the third part,

Witnesseth, That

Whereas the said parties hereto are involved in litigation in the United States Patent Office, and elsewhere, and are also interested in, or involved with, a certain Patent Office Interference wherein the United Shoe Machinery Corporation is a party through its ownership of the Reissue appli-

cation of A. J. Thomas patent No. 1,545,863, which legal proceedings are as follows, viz:

Interference No. 54,046, Joseph C. Knight v. George Knight v. Benjamin W. Freeman; Interference No. 54,289, George Knight v. Benjamin W. Freeman; Interference No. 54,288, George Knight v. Joseph C. Knight; Interference No. 55,218, A. J. Thomas v. Benjamin W. Freeman; suit in United States District Court for the District of Massachusetts, Joseph C. Knight v. Rite Shoe Co., Inc., and Premier Machinery Co., Equity No. 2722 on Letters Patent to Joseph C. Knight, No. 1,584,230, and suit of Joseph C. Knight v. C. B. Die & Machine Co. in the United States District Court [fol. 12] for the District of Massachusetts, and suit in the Superior Court of the State of Massachusetts, Bee Machine Co. v. Brockton Perforating Machine Co., and

Whereas the said The Louis G. Freeman Co., has marketed on lease and by sale a considerable number of machines under the said Benjamin W. Freeman's application for patent, and the said George Knight & Co. has marketed, particularly in New England, a considerable number of machines under the George Knight's application for patent, and the said Brockton Perforating Machine Co., particularly in New England, has marketed a considerable number of machines under the said Joseph C. Knight patent, being for similar uses, viz; performing the cutting out operation on boot and shoe uppers by means of cutting dies, which machines and the inventions and improvements thereon are the subject matter of the applications and patent above noted, and

Whereas the said Joseph C. Knight patent has now pending the said infringement suits against the parties defendant above noted in the United States District Court at Boston, Massachusetts, and in the suit mentioned in the State Court of Massachusetts, and

Whereas it is desired by all parties hereto that the Interference proceedings should be settled, that the resulting patent or patents should be under one ownership, and licenses under all the applications and patents involved should be issued to a certain limited number of parties, particularly those herein involved, and an amicable adjustment effected, and

Whereas the application of Benjamin W. Freeman involved in said Interference was the first filed in the Patent

Office, and said Freeman has furthermore made arrangements with the United Shoe Machinery Corporation to secure an Assignment to said Freeman of the said Thomas [fol.13] patent right and Reissue application on said Thomas invention involved in Interference No. 55,218;

Now, Therefore, it is mutually agreed by and between the parties hereto in consideration of the mutual covenants and agreements herein contained, and other considerations, as follows:

1. The said Freeman is to effect a settlement and arrangement with the United Shoe Machinery Corporation whereby said corporation will transfer to said Freeman its rights in and to the said Thomas patent, No. 1,545,863, now Reissue application, Ser. No. 143,308, involved in said Interference with Freeman, No. 55,218.

2. The party of the second part is to assign and transfer herewith to Benjamin W. Freeman the patent application of George Knight, Ser. No. 686,153, involved in said Interference with Freeman, No. 54,289.

3. The party of the third part is to assign and transfer herewith to Benjamin W. Freeman the said Joseph C. Knight patent, No. 1,584,230.

4. The party of the first part shall thereupon effect as prompt a settlement as possible of said pending Interferences and carry through and issue the patent or patents on said Freeman application, together with such patent or patents as can properly be completed and issued on said Thomas Reissue application, and said George Knight application, determining, so far as possible, the proper apportionment of claims respectively in said different applications as is consistent with the facts and basis in the respective inventions and applications of each party, whereby as valid and strong a patent situation will be presented as is properly consistent with the facts involved, and it is expected that at least four United States patents covering [fol.14] and protecting, both broadly and specifically, various features and improved parts of the cut out machine manufactured by each party will be issued, viz., one or more patents to be issued on the Freeman application; one on the Thomas Reissue application, and one on the George Knight application, which, together with the Joseph C.

Knight patent already issued, will constitute a lawful patent monopoly under ownership of said Freeman, and under all of which rights the said Freeman will and hereby does grant uniform licenses to said George Knight & Co., and said Brockton Perforating Machine Co.

5. Said Freeman hereby grants said licenses to manufacture in New England and sell throughout New England and the States of New York, Pennsylvania, New Jersey, Delaware, Maryland and Virginia, machines, dies, and masks under all of such patents, and any divisionals, renewals or reissues thereof.

6. A similar license is to be granted to the United Shoe Machinery Corporation.

7. A royalty of ten per cent (10%) shall be paid to said Freeman on the selling price of all machines, dies, and masks, which are covered by such patents, or which dies and masks are adapted and sold for use in such machines in a combination of elements covered by said patents.

8. No additional licenses to manufacture or sell in the New England states shall be granted, other than as above noted to the United Shoe Machinery Corporation, George Knight & Co., and the Brockton Perforating Machine Co., excepting only to two (2) other commercial die manufacturers, and if such additional license or licenses are granted, the said Freeman agrees that the same shall be at a minimum royalty of fifteen per cent (15%). In case said Freeman Company shall establish a branch in New England to [fol. 15] sell machines, dies, and masks, then there shall only be one additional license in New England.

9. In case such additional license or licenses to manufacture or sell in New England shall be issued, the same shall be for the making or selling of dies and masks only, and not for the manufacture of any of said machines.

10. A full and free license under all of said patent rights is hereby granted to each one of the customers of said George Knight & Co., and Brockton Perforating Machine Co., who have heretofore bought machines, dies, or masks from either of said parties, it being a part of the main consideration hereof that said customers and owners of machines, dies, or masks purchased heretofore in good faith

from the said George Knight & Co., and said Brockton Perforating Machine Co., shall be protected in their continued use of same under all of said patents or patent applications herein involved without annoyance, charge, or claims of any kind under any of said patents issued or to be issued.

11. Royalty payments shall commence from the issue of a dominating patent upon the foregoing inventions and applications, additionally to the said patent of Joseph C. Knight, No. 1,584,230.

12. The said party of the first part, as licensor, after the issue of such dominant patent, agrees to enforce such patent or patents, and a licensee may request the licensor to proceed by suit, if necessary, against infringers, and thereupon said licensor shall make every reasonable endeavor to stop any substantial infringement, bringing and promptly prosecuting such suit as may be necessary to that end, and all parties hereto undertake to cooperate with and assist licensor in stopping infringements.

13. Royalty accounts and payments shall be rendered [fol. 16] quarterly in each year beginning as provided in Clause 11, said quarterly accounts and payments to be forwarded to licensor by each licensee on the twentieth of the month following the end of the preceding quarter, and shall include lists of machines, dies, and masks, together with serial numbers of each and impressions of dies, selling price of each, purchasers, and dates shipped within the quarterly period covered by such reports.

14. Each licensee hereunder shall keep separate books of account of orders received and business done under the license, which records shall be open to inspection of licensor or his representative at any time during reasonable business hours.

15. Each party hereto recognizes, in addition to his own patent right, the validity and novelty of the other patents involved, as the Interference proceedings may be eventually settled and disposed of, and covenants and agrees with the licensor and with each other that neither will question or contest the same, and as the settlement effects a uniting of all conflicting patent rights in and under one ownership, and the resulting licenses thereunder are for the mutual

benefit and protection of all parties, each of said parties will cooperate fully with the others for the protection and enforcement of all of said patent rights, giving such assistance and evidence as may be necessary in cases of litigation and suit against infringers as above provided for.

16. The licenses herein granted and to be granted are personal with each licensee and shall not be assigned or transferred without licensors's written consent, except to a successor in business, and for the purpose of this exception the license to George Knight shall pass to and be [fol. 17] assignable by his Executor, Administrator, or legal representative.

17. In the event that it is decided by an appellate court, or by a lower court whose decision is not appealed from, that dies adapted and sold for use in machines covered by such patents are not within the monopoly of such patents, then further payment of royalty upon such dies is to cease from and after the date when such decision becomes final; and in the event that it is decided by an appellate court, or by a lower court whose decision is not appealed from, that the claims of licensor's patent or patents are invalid or of such narrow scope as not to cover the machines or masks made by the licensees, then the payment of royalties upon such machines or masks is to cease.

18. Licensees agree to mark machines, dies, and masks in accordance with the statute requiring notice of patents to the public, and licensor shall supply stamps for such markings on the dies and masks.

19. In case of the failure of any licensee to comply with the provisions herein, notice in writing shall be served by licensor on said licensee, setting forth the breach or default complained of, and if such breach or default is not rectified within sixty (60) days after receipt of such notice, then licensor may, by formal notice in writing, terminate such license.

20. This agreement and the licenses granted hereunder, unless sooner terminated as hereinbefore provided for, shall run for the length of the latest patent covering and protecting any essential part of the machines, dies, or masks herein referred to.

In Witness Whereof the parties hereto have interchange-
[fol. 18] ably set their respective hands and seals the day
and year first above written at Boston, Massachusetts.

Executed in triplicate.

The Louis G. Freeman Company, By Benjamin W.
Freeman, Treasurer. Benjamin W. Freeman,
George Knight. Brockton Perforating Machine
Company, by Joseph C. Knight, President. Joseph
C. Knight.

[fol. 19]

DEFENDANT'S EXHIBIT A-4

Supplementary Agreement

Agreement made and entered into this 29th day of March
1928 by and between Benjamin W. Freeman and L. G.
Freeman Company, a corporation, both having a usual place
of business in Cincinnati, Ohio, and Joseph C. Knight of
Brockton, Massachusetts.

Whereas, the parties hereto have executed and delivered
a License Contract in regard to cut-out machines and dies
of even date, and Knight has assigned to Freeman, Patent
No. 1,584,230, and

Whereas, it is desired to definitely settle other points be-
tween the parties,

Now, Therefore, It Is Agreed as follows:

1. That Joseph C. Knight is authorized and empowered
by said Freeman and Freeman Company to collect and
retain as his own property for his own use any damages
or profits on account of any infringement of said Letters
Patent, or any sums due under any license heretofore
granted by said Knight, for the period from May 11, 1926
up to the date when a dominant patent shall issue to said
Freeman on his application now in interference with said
patent.

2. It is agreed that should said Freeman desire, at any
time, to bring any suits to enjoin infringement, or desire
to enforce any claim under the Knight patent against any
persons who infringed prior to the issuance of the said
Freeman patent, and should any sums be collected or re-
ceived by said Freeman as a result of such suits or claims
then he shall pay to said Knight one-half of any sums so

collected or received either under a decree of the court or [fol. 20] by way of settlement. In case of a recovery or settlement if it is impracticable to determine exactly the amount which is paid because of infringement prior to the issue of the said Freeman patent and the amount paid for infringement subsequent to the issue of such patent then any sums collected or received or paid in settlement shall be apportioned between Knight and Freeman on the assumption that the damages and profits are equal in amount during each year for which settlement is paid or judgment recovered, and accordingly Freeman shall pay to said Knight one-half of the amount thus found to be paid on account of infringements prior to the issuance of the Freeman patent, viz. from May 11, 1926 to Date of issue of said Freeman patent.

3. It is further agreed that in the matter of issuing licenses to manufacture or sell masks and dies in New England that no license will be issued by Freeman under either the Knight patent or the patents granted on the applications of Freeman or George Knight or on the reissue of the patent to Thomas, to the Bee Machine Company, a corporation having a usual place of business in Lynn, Massachusetts, or to any persons interested in said company except by consent of the said Joseph C. Knight and that no license shall be granted under any patents to be issued to any of the aforementioned patentees or applicants for patents to the Premier Machine Company or any person interested therein, unless the Premier Machine Company shall have obtained the consent of Joseph C. Knight or shall have paid to Joseph C. Knight all the expenses and damages which the said Knight or the Brockton Perforating Machine Company has been put to in carrying on the infringement suit brought by Knight against the Rite Shoe Company and Premier Machine Company or by reason of the infringement of the Knight patent by the Premier Machine Company.

[fol. 21] In witness whereof the L. G. Freeman Company has hereto affixed its hand and seal by Benjamin W. Freeman its Treasurer and the other parties have set their hands and seals the day and date above written.

The Louis G. Freeman Co., by Benjamin W. Freeman, its Treasurer; Benjamin W. Freeman, Joseph C. Knight.

[fol. 22]

DEFENDANT'S EXHIBIT A-5

License Contract

This agreement made this 1st day of October, 1929, by and between Benjamin W. Freeman of Cincinnati, Ohio, hereinafter called the licensor and The St. Louis Cutting Die Company, a corporation of Missouri, having its usual place of business at St. Louis, Missouri, and Charles A. Messmer of St. Louis, principal owner and manager of said St. Louis Cutting Die Company, hereinafter called Licensee,

Witnesseth:

That, whereas said Benjamin W. Freeman is the inventor and sole owner of U. S. Letters Patent No. 1,681,033 dated August 14th, 1928 on Cut Out Machines, dies, anvils and masks, and

Whereas, the Licensee has heretofore made certain dies, anvils and masks, the use of which, since the date of issue of said patent are in infringement thereof, which have been sold to various shoe manufacturers and it is now desired by both parties hereto, to effect a settlement for said infringement and damages, and to arrange for the continued use by the present owners of said dies, anvils and masks, heretofore made and sold by the Licensee, and

Whereas, the Licensee desires to arrange for a license to make dies, anvils and masks under said Freeman patent for use in machines licensed under said Freeman patent or sold heretofore or hereafter by or by licensed authority from said Freeman.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained and of \$1.00 each to the other paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. A non-exclusive license is hereby granted by said Licensor under said patent No. 1,681,033 to the Licensee to make at their factory at St. Louis, Missouri, dies, anvils and masks under said patent and to sell the same to shoe manufacturing establishments who have or will have cut out machines licensed under said patent.

[fol. 23] 2. This license to sell such dies, anvils and masks is limited to the following territory, viz., the cities

of Vincennes, Ind. and Paducah, Ky., and the States of Missouri, Iowa, Nebraska, Kansas, and Illinois, excepting the city of Chicago and Cook County.

3. Licensee agrees to pay to Licensors, a sum as royalty equal to 15% of the selling price of each die, mask or anvil supplied, providing that said royalty amounts to not less than \$2.00 on any one item sold hereunder as a unit structure, be it die, mask, anvil or combination of the same sold as an item, in which case the Licensee agrees to pay a royalty of \$2.00 when said 15% does not equal \$2.00.

4. Licensee agrees that it will manufacture all dies, masks, anvils or other articles under this license in a good workmanlike manner and of first class materials and will supply same only for use in licensed machines and for none others, and Licensors shall have access during business hours to the factory of Licensee in order to view his manufacture of the licensed product and the Licensee shall supply full information as to the same.

5. The Licensee agrees that it will stamp each and every die, mask and anvil made and sold by it with a serial number, commencing with the number S-1, and numbering each die, anvil or mask consecutively thereafter.

6. Licensee agrees that on each die, mask, anvil or other part made and sold by them under this license, that it will cause to appear the patent number, viz.—“Patent No. 1,681,033” together with Licensee’s own name or mark as Licensee.

7. The Licensee agrees that he will not during the life of this contract make and/or sell any dies, anvils or masks for use in forming cut-outs in shoe uppers, except those licensed hereunder, and that he will not make and/or sell any machines in infringement of said Letters Patent and engages to observe each and every condition of this agreement.

8. Licensee agrees to keep books of account covering all dies, masks, and anvils produced and sold by it and to permit access of Licensors or his representatives at reasonable times to the said books and to papers relating to the same and to supply copies of said accounts under oath if desired and from time to time as requested.

9. Licensee agrees that it will send to Licensor, accountings, returns and payments by the 20th day of each month of all dies, masks and anvils made in accordance with this license which it has sold during the preceding month beginning with October 1st, 1929, the returns therefore commencing November 20th, 1929. Said returns shall include four impressions of each die made and sold during the accounting period, together with name of customer, serial number of die, and the selling price and date of sale on one of said impressions.

10. As liquidated damages, to reimburse Licensor for time and expense in bringing out the facts in connection therewith, Licensee shall pay to the Licensor the entire selling price for any machine, anvil, die or mask under this license and for which Licensee has failed to account or pay the required royalty to the Licensor within the times above provided, or has sold other than as provided for herein.

11. Licensee agrees that it will not, at any time, contest the novelty, validity, right or title of Licensor in and to the aforesaid U. S. Letters patent #1,681,033.

12. This license may be cancelled for cause or breach of condition by the Licensor upon first giving thirty days notice of the cause or breach complained of and if not corrected within said time, a further written notice of cancellation may be sent by registered mail by Licensor to Licensee cancelling this license within an additional thirty days from said second notice, but such cancellation shall not effect the right of Licensor to collect royalties then due.

13. This license is personal to the Licensee for the territory herein reserved and for the Licensee's factory at St. Louis, and is under said Licensor's patent No. 1,681,033 only, and is not to be construed as involving any license under other or subsequent patent rights of the said Free-[fol. 25] man. Said Licensee agrees to cooperate in the protection of the patent monopoly granted under said patent and in the development of the business thereof and thereunder.

14. Licensor agrees that if in the future it should develop or acquire improvements in the dies, anvils and masks licensed herein that the Licensee shall have the right, sub-

ject to the conditions of this license to use the same without additional royalty and the Licensee agrees that if he develops or acquires any such improvements that he will grant the Licensors, Benj. W. Freeman of Cincinnati, Ohio, a right to employ the same without charge and Licensee further agrees that if it shall conclude to dispose of any patents on the same that he may develop or acquire, that he shall first offer said patents to the Licensors at such price as he has been offered by others.

15. Licensee agrees to assign U. S. patents #1,670,898, 1,718,476, 1,696,442 and 1,661,808 and application Serial No. 366,364 filed May 27th, 1929, to Benjamin W. Freeman, and Licensors as a special consideration therefor and in addition to the consideration heretofore expressed, hereby waives all claims against the Licensee for past infringements and claims for damages heretofore incurred arising out of the manufacture, sale and continued use of dies, anvils and masks, from the date of issue of said patent, August 14, 1928, to October 1st, 1929, in infringement of Licensors' said patent, which Licensors may now have against Licensee or purchasers from Licensee.

In witness whereof the parties hereto have interchangeably set their respective hands and seals, this 1st day of October, 1929, at Cincinnati, Ohio.

Benj. W. Freeman, St. Louis Cutting Die Company,
By Chas. A. Messmer, Prest.; Chas. A. Messmer.

Executed in duplicate.

[fol. 26]

DEFENDANT'S EXHIBIT A-6

Supplemental Agreement

This agreement made this 1st day of October, 1929, by and between Benjamin W. Freeman of Cincinnati, Ohio, Licensors, and The St. Louis Cutting Die Company, a corporation of Missouri and Charles A. Messmer, chief owner and manager of said St. Louis Cutting Die Company, both of St. Louis, Missouri.

Witnesseth:

That, whereas the said parties have this day entered into a certain License Agreement under said Freeman patent #1,681,033 and whereas it is desired to provide particu-

larly for certain business heretofore transacted with certain customers outside the territory granted the licensee by said agreement of even date herewith; -

Now, therefore, this agreement witnesseth in consideration of \$1.00 each to the other paid and of said license contract of even date herewith and supplemental thereto, it is agreed as follows:

1. St. Louis Cutting Die Company has heretofore transacted business with the shoe manufacturing concerns listed in the attached schedule and it is agreed that said St. Louis Cutting Die Company may continue to make dies, anvils or masks for said customers without objection or notice to said customers from said Freeman, subject to the terms of the above identified License Agreement other than the territorial provisions.

2. All dies, anvils and masks made and supplied by said St. Louis Cutting Die Company to any of the customers in attached schedule shall be accounted for under regular royalty therefore as provided in said license contract of even date herewith between the parties hereto.

3. The party Freeman shall have the right and option to end all transactions by the St. Louis Cutting Die Company in supplying anvils, dies and masks to such customers as may be listed in said notice within thirty days thereafter.

[fol. 27] 4. It is the meaning and intention of this supplemental agreement that the St. Louis Cutting Die Company shall have an undisturbed right to continue its business as if under said License Agreement with the customers on attached schedule outside the territory for which it is licensed in said License Contract of even date herewith, without notice or objection from said Freeman for a period of at least 30 days and may continue same until said Licensee is given 30 days notice in writing of said Freeman's election to discontinue the right of St. Louis Cutting Die Company to transact business with such territorial customers as above provided.

5. St. Louis Cutting Die Company states that customers which it desires to retain under the 30 days contingency enumerated in this supplemental agreement are as follows:

Bloom Bros. Company, Minneapolis, Minn.
Red Wing Shoe Company, Red Wing, Minn.

L. D. Stickles Shoe Co., Red Wing, Minn.
 Freeman Thompson Shoe Co., St. Paul, Minn.
 O'Donnell Shoe Company, St. Paul, Minn.
 Connolly Shoe Company, Stillwater, Minn.
 O'Donnell Shoe Company, Stillwater, Minn.
 Foot Schulze & Company, Winona, Minn.
 Weyenberg Shoe Company, Beaver Dam, Wisc.
 Allen Edmonds Shoe Co., Belgium, Wisc.
 Freeman Beddow Shoe Co., Beloit, Wisc.
 W. C. Russell Moccasin Co., Berlin, Wisc.
 Cedar Grove Shoe Mfg. Co., Cedar Grove, Wisc.
 Chippewa Falls Shoe Mfg. Co., Chippewa Falls, Wisc.
 Hand Made Shoe Company, Chippewa Falls, Wisc.
 McLoughlin Shoe Company, Chippewa Falls, Wisc.
 Mason Shoe Mfg. Company, Chippewa Falls, Wisc.
 Weiler Shoe Mfg. Company, Chippewa Falls, Wisc.
 Helmholz Shoe Mfg. Company, Cudahy, Wisc.
 A. A. Cutter Company, Eau Claire, Wisc.
 Copeland Ryder Co., Jefferson, Wisc.
 [fol. 28] Lake Mills Shoe Company, Lake Mills, Wisc.
 Badger State Shoe Company, Madison, Wisc.
 Neenah Shoe Company, Menasha, Wisc.
 Wausau Shoe Mfg. Company, Merrill, Wisc.
 B. B. Shoe Company, Milwaukee, Wisc.
 Emil F. Baumann Shoe Co., Milwaukee, Wisc.
 Walter Booth Shoe Company, Milwaukee, Wisc.
 Chapline Mayer Shoe Company, Milwaukee, Wisc.
 Doerman Shoe Mfg. Company, Milwaukee, Wisc.
 Ebner Shoe Company, Milwaukee, Wisc.
 Harsh & Chapline Shoe Company, Milwaukee, Wisc.
 Herbst Shoe Mfg. Company, Milwaukee, Wisc.
 Huth & James Shoe Mfg. Company, Milwaukee, Wisc.
 Ideal Shoe Mfg. Company, Milwaukee, Wisc.
 James Shoe Mfg. Company, Milwaukee, Wisc.
 Kozy Komfort Shoe Mfg. Company, Milwaukee, Wisc.
 Gust Lauenstein, Milwaukee, Wisc.
 Henry LeMay, Milwaukee, Wisc.
 Milwaukee Shoe Company, Milwaukee, Wisc.
 Nunn, Bush & Weldon Shoe Company, Milwaukee, Wisc.
 Rich Shoe Company, Milwaukee, Wisc.
 Albert H. Riemer Shoe Company, Milwaukee, Wisc.
 Rohn Shoe Mfg. Company, Milwaukee, Wisc.
 Simplex Shoe Mfg. Company, Milwaukee, Wisc.
 F. M. Smith Shoe Company, Milwaukee, Wisc.

Teadick Shoe Mfg. Company, Milwaukee, Wisc.
 Albert H. Weinbrenner Company, Milwaukee, Wisc.
 Weyenberg Shoe Mfg. Company, Milwaukee, Wisc.
 Wisconsin Shoe Company, Milwaukee, Wisc.
 Wobst Shoe Company, Milwaukee, Wisc.
 Wrensch & Hermann Shoe Company, Milwaukee, Wisc.
 Mondl Mfg. Company, Oshkosh, Wisc.
 Weyenberg Shoe Mfg. Company, Portage, Wisc.
 Davies Shoe Mfg. Company, Racine, Wisc.
 Fieberich-Fox, Hilker Shoe Co., Racine, Wisc.
 [fol. 29] Columbia Shoe Company, Sheboygan, Wisc.
 Leverenz Shoe Company, Sheboygan, Wisc.
 Sheboygan Shoe Company, Sheboygan, Wisc.
 Walter Booth Shoe Company, Watertown, Wisc.
 Teeple Shoe Company, Wapun, Wisc.
 Marathon Shoe Company, Wausau, Wisc.
 Wausau Shoe Mfg. Company, Wausau, Wisc.

In Witness Whereof the parties hereto have interchangeably set their respective hands and seals, the 1st day of October, 1929, at Cincinnati, Ohio.

Benj. W. Freeman, St. Louis Cutting Die Company,
 by Chas. A. Messmer, Prest., Chas. A. Messmer.

Executed in duplicate.

[fol. 30] DEFENDANT'S EXHIBIT A-7

License Contract

This agreement made this first day of April, 1930, by and between Benjamin W. Freeman of Cincinnati, Ohio, hereinafter called the licensor and The Progressive Service Company, a corporation of Missouri, having its usual place of business at St. Louis, Missouri, hereinafter called Licensee,

Witnesseth:

That, whereas said Benjamin W. Freeman is the inventor and sole owner of U. S. Letters Patent No. 1,681,033 dated August 14th, 1928 on Cut Out Machines, dies, anvils and masks, and

Whereas, the Licensee desires to arrange for a license to make dies, anvils and masks under said Freeman patent for use in machines licensed under said Freeman patent

or sold heretofore or hereafter by or by licensed authority from said Freeman.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained and of \$1.00 each to the other paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. A non-exclusive license is hereby granted by said Licensor under said patent No. 1,681,033 to the Licensee to make at their factory at St. Louis, Missouri, dies, anvils and masks under said patent and to sell the same to shoe manufacturing establishments who have or will have cut out machines licensed under said patent.

2. This license to sell such dies, anvils and masks is limited to the following territory, viz., the cities of Vincennes, Ind. and Paducah, Ky., and the States of Missouri, Iowa, Nebraska, Kansas, and Illinois, excepting the city of Chicago and Cook County.

3. Licensee agrees to pay to Licensor, a sum as royalty equal to 15% of the selling price of each die, mask or anvil supplied, providing that said royalty amounts to not less [fol. 31] than \$2.00 on any one item sold hereunder as a unit structure, be it die, mask, anvil or combination of the same sold as an item, in which case the Licensee agrees to pay a royalty of \$2.00 when said 15% does not equal \$2.00.

4. Licensee agrees that it will manufacture all dies, masks, anvils or other articles under this license in a good workmanlike manner and of first class materials and will supply same only for use in licensed machines and for none others, and Licensor shall have access during business hours to the factory of Licensee in order to view its manufacture of the licensed product and the Licensee shall supply full information as to the same.

5. The Licensee agrees that it will stamp each and every die, mask and anvil made and sold by it with a serial number, commencing with the number B-1, and numbering each die, anvil or mask consecutively thereafter.

6. Licensee agrees that on each die, mask, anvil or other part made and sold by them under this license, that it will cause to appear the patent number, viz.—“Patent No.

1,681,033" together with Licensee's own name or mark as Licensee.

7. The Licensee agrees that it will not during the life of this contract make and/or sell any dies, anvils or masks for use in forming cut-outs in fitted shoe uppers, except those licensed hereunder, and that it will not make and/or sell any machines in infringement of said Letters Patent and engages to observe each and every condition of this agreement.

8. Licensee agrees to keep books of account covering all dies, masks, and anvils produced and sold by it and to permit access of Licensor or his representatives at reasonable times to the said books and to papers relating to the same and to supply copies of said accounts under oath if desired and from time to time as requested.

9. Licensee agrees that it will send to Licensor, accountings, returns and payments by the 20th day of each month of all dies, masks and anvils made in accordance with this license which it has sold during the preceding calendar month beginning with Nov. 1st, 1930, the returns therefore commencing Dec. 20th, 1930, said returns shall include four impressions of each die made and sold during the accounting [fol. 32] period, together with name of customer, serial number of die, and the selling price and date of sale on one of said impressions.

10. As liquidated damages, to reimburse Licensor for time and expense in bringing out the facts in connection therewith, Licensee shall pay to the Licensor the entire selling price for any machine, anvil, die or mask under this license and for which Licensee has failed to account or pay the required royalty to the Licensor within the times above provided, or has sold other than as provided for herein.

11. Licensee agrees that it will not, at any time, and irrespective of the continued existence of this contract contest the novelty, validity, right or title of Licensor in and to the aforesaid U. S. Letters Patent No. 1,681,033. Licensee is familiar with various machines made for cutting out fitted uppers including those having anvil like or horn shaped supports with the die cutting downwardly, and agrees that all such machines come within the scope of Patent No. 1,681,033.

12. This license may be cancelled for cause or breach of condition by the Licensor upon first giving thirty days notice of the cause or breach complained of and if not corrected within said time, a further written notice of cancellation may be sent by registered mail by Licensor to Licensee cancelling this license within an additional thirty days from said second notice, but such cancellation shall not affect the right of Licensor to collect royalties then due.

13. This license is personal to the Licensee for the territory herein reserved and for the Licensee's factory at St. Louis, and is under said Licensor's Patent No. 1,681,033 only, and is not to be construed as involving any license under other or subsequent patent rights of said Freeman, except as herein provided with regard to improvements in such dies, masks and anvils which may be developed or acquired by said Licensor. Said Licensee agrees to cooperate in the protection of the patent monopoly granted under said patent and in the development of the business thereof and thereunder.

[fol. 33] 14. Licensor agrees that if in the future he should develop or acquire improvements in the dies, anvils and masks licensed herein that the Licensee shall have the right, subject to the conditions of this license to use the same without additional royalty and the Licensee agrees that if it develops or acquires any such improvements that it will grant the Licensor, Benj. W. Freeman of Cincinnati, Ohio, and all Licensees under patent No. 1,681,033 if requested to do so by the Licensor, a right to employ the same without charge and Licensee further agrees that if it shall conclude to dispose of any patents on the same that it may develop or acquire, that it shall first offer said patents to the Licensor at such price as it has been offered by others.

In witness whereof the parties hereto have interchangeably set their respective hands and seals, this 1st day of April, 1930, at St. Louis, Mo.

Benjamin W. Freeman. Progressive Service Company,
By Roy V. Goodworth, Pres.

Executed in duplicate.

[fol. 34]

DEFENDANT'S EXHIBIT A-8

Supplemental Agreement

This agreement made this 1st day of April, 1930, by and between Benjamin W. Freeman of Cincinnati, Ohio, Licensor, and Progressive Service Company, a corporation of Missouri.

Witnesseth:

That, whereas the said parties have this day entered into a certain License Agreement under said Freeman patent No. 1,681,033, and whereas it is desired to provide particularly for certain business to be transacted with certain customers outside the territory granted the Licensee by said agreement of even date herewith;

Now, therefore, this agreement witnesseth in consideration of \$1.00 each to the other paid and of said license contract of even date herewith and supplemental thereto, it is agreed as follows:

1. Progressive Service Company has heretofore transacted business with shoe manufacturing concerns in certain territories and it is agreed that Progressive Service Company may make dies, anvils and masks for shoe manufacturers in the hereinafter listed territories without objection or notice to said shoe manufacturers from said Freeman, subject to the terms of the above identified License Agreement, other than the territorial provisions.

2. All dies, anvils and masks made and supplied by Progressive Service Company to any shoe manufacturers in the hereinafter listed territories shall be accounted for under regular royalty therefore as provided in said license contract of even date herewith between the parties hereto.

3. The party Freeman shall have the right and option to end all transactions by Progressive Service Company in supplying dies, anvils and masks to any or all shoe manufacturers in the hereinafter listed territories under this agreement as may be listed in said notice, within 30 days thereafter.

[fol. 35] 4. It is the meaning and intention of this supplemental agreement that Progressive Service Company shall have the right to do business as if under said license

agreement with customers located in the hereinafter listed territories outside the territory for which it is licensed in said license contract of even date herewith without notice or objection from said Freeman for a period of at least 30 days and may continue same until said Licensee is given thirty days notice in writing of said Freeman's election to discontinue the right of Progressive Service Company to transact business with such territorial customers as above provided.

5. Progressive Service Company states that the customers with which it desires to do business under the thirty day contingency provisions above set forth are within the following territories; the States of Wisconsin, Michigan and Minnesota and the city of Chicago and Cook County.

In Witness Whereof the parties hereto have interchangeably set their respective hands and seals, the 1st day of April, 1930, at Cincinnati, Ohio.

Benjamin W. Freeman. Progressive Service Company, By Roy V. Goodworth, Pres.

Executed in duplicate.

[fol. 36]

DEFENDANT'S EXHIBIT A-9

License Contract

This agreement made this 13th day of October, 1930, by and between Benjamin W. Freeman of Cincinnati, Ohio, hereinafter called the licensor and the Independent Die & Supply Company, a corporation of Missouri, having its usual place of business at St. Louis, Missouri, hereinafter called Licensee,

Witnesseth:

That, Whereas said Benjamin W. Freeman is the inventor and sole owner of U. S. Letters Patent No. 1,681,033 dated August 14th, 1928 on Cut Out Machines, dies, anvils and masks, and

Whereas, the Licensee has heretofore made certain dies, anvils and masks, the use of which, since the date of issue of said patent are in infringement thereof, which have been sold to various shoe manufacturers and it is now desired by both parties hereto, to effect a settlement for said infringement and damages, and to arrange for the continued use by the present owners of said dies, anvils and masks, heretofore made and sold by the Licensee, and

Whereas, the Licensee desires to arrange for a license to make dies, anvils and masks under said Freeman patent for use in machines licensed under said Freeman patent or sold heretofore or hereafter by or by licensed authority from said Freeman.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained and of \$1.00 each to the other paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. A non-exclusive license is hereby granted by said Licensor under said patent No. 1,681,933 to the Licensee to make at their factory at St. Louis, Missouri, dies, anvils and masks under said patent and to sell the same to shoe manufacturing establishments who have or will have cut out machines licensed under said patent.

[fol. 37] 2. This license to sell such dies, anvils and masks is limited to the following territory, viz., the cities of Vincennes, Ind. and Paducah, Ky., and the States of Missouri, Iowa, Nebraska, Kansas, and Illinois, excepting the city of Chicago and Cook County.

3. Licensee agrees to pay to Licensor, a sum as royalty equal to 15% of the selling price of each die, mask or anvil supplied, providing that said royalty amounts to not less than \$2.00 on any one item sold hereunder as a unit structure, be it die, mask, anvil or combination of the same sold as an item, in which case the Licensee agrees to pay a royalty of \$2.00 when said 15% does not equal \$2.00.

4. Licensee agrees that it will manufacture all dies, masks, anvils or other articles under this license in a good workmanlike manner and of first class materials and will supply same only for use in licensed machines and for none others, and Licensor shall have access during business hours to the factory of Licensee in order to view its manufacture of the licensed product and the Licensee shall supply full information as to the same.

5. The Licensee agrees that it will stamp each and every die, mask and anvil made and sold by it with a serial number, commencing with the number I-1, and numbering each die, anvil or mask consecutively thereafter.

6. Licensee agrees that on each die, mask, anvil or other part made and sold by them under this license, that it will

cause to appear the patent number, viz.—“Patent No. 1,681,033” together with Licensee’s own name or mark as Licensee.

7. The Licensee agrees that it will not during the life of this contract make and/or sell any dies, anvils or masks for use in forming cut-outs in fitted shoe uppers, except those licensed hereunder, and that it will not make and/or sell any machines in infringement of said Letters Patent and engages to observe each and every condition of this agreement.

8. Licensee agrees to keep books of account covering all dies, masks, and anvils produced and sold by it and to per-[fcl. 38] mit access of Licensor or his representatives at reasonable times to the said books and to papers relating to the same and to supply copies of said accounts under oath if desired and from time to time as requested.

9. Licensee agrees that it will send to Licensor, accountings, returns and payments by the 20th day of each month of all dies, masks and anvils made in accordance with this license which it has sold during the preceding calendar month beginning with Nov. 1st, 1930, the returns therefore commencing Dec. 20th, 1930, said returns shall include four impressions of each die made and sold during the accounting period, together with name of customer, serial number of die, and the selling price and date of sale on one of said impressions.

10. As liquidated damages, to reimburse Licensor for time and expense in bringing out the facts in connection therewith, Licensee shall pay to the Licensor the entire selling price for any machine, anvil, die or mask under this license and for which Licensee has failed to account or pay the required royalty to the Licensor within the times above provided, or has sold other than as provided for herein.

11. Licensee agrees that it will not, at any time, and irrespective of the continued existance of this contract contest the novelty, validity, right or title of Licensor in and to the aforesaid U. S. Letters Patent No. 1,681,033. Licensee is familiar with various machines made for cutting out fitted uppers including those having anvil like or horn shaped supports with the die cutting downwardly, and agrees that all such machines come within the scope of Patent No. 1,681,033.

12. This license may be cancelled for cause or breach of condition by the Licensor upon first giving thirty days notice of the cause or breach complained of and if not corrected within said time, a further written notice of cancellation may be sent by registered mail by Licensor to Licensee cancelling this license within an additional thirty days from said second notice, but such cancellation shall not effect the right of Licensor to collect royalties then due.

[fol. 39] 13. This license is personal to the Licensee for the territory herein reserved and for the Licensee's factory at St. Louis, and is under said Licensor's Patent No. 1,681,033 only, and is not to be construed as involving any license under other or subsequent patent rights of said Freeman, except as herein provided with regard to improvements in such dies, masks and anvils which may be developed or acquired by said Licensor. Said Licensee agrees to cooperate in the protection of the patent monopoly granted under said patent and in the development of the business thereof and thereunder.

14. Licensor agrees that if in the future he should develop or acquire improvements in the dies, anvils and masks licensed herein that the Licensee shall have the right, subject to the conditions of this license to use the same without additional royalty and the Licensee agrees that if it develops or acquires any such improvements that it will grant the Licensor, Benj. W. Freeman of Cincinnati, Ohio, and all Licensees under patent No. 1,681,033 if requested to do so by the Licensor, a right to employ the same without charge and Licensee further agrees that if it shall conclude to dispose of any patents on the same that it may develop or acquire, that it shall first offer said patents to the Licensor at such price as it has been offered by others.

15. Licensee agrees to assign U. S. Patent #1,772,455 and application Serial No. 299,703 filed Aug. 15th, 1928, to Benjamin W. Freeman, and Licensor as a special consideration therefor and in addition to the consideration heretofore expressed, hereby waives all claims against the Licensee for past infringements and claims for damages heretofore incurred arising out of the manufacture, sale and continued use of dies, anvils and masks, from the date of issue of said patent, August 14, 1928, to October 1, 1929, in infringement of Licensor's said patent, which Licensor may now have against Licensee or purchasers from Licensee.

[fols. 40-55] In witness whereof the parties hereto have interchangeably set their respective hands and seals, this 13th day of October, 1930 at St. Louis, Mo.

Benjamin W. Freeman. Independent Die & Supply
Company, by C. H. Lindholm, Pres.

Executed in duplicate.

NOTE RE DEFENDANT'S EXHIBIT A-10

Exhibit A-10 appears in the record at pages 7-19 inclusive.

[fol. 56]

DEFENDANT'S EXHIBIT A-11

License Contract

This Agreement made this 14th day of April, 1934, by and between Benjamin W. Freeman of Cincinnati, Ohio, hereinafter called the licensor, and the Peterson Cutting Die Co., a corporation, having its usual place of business at Milwaukee, Wisconsin, hereinafter called the licensee,

Witnesseth: That, Whereas, said Benjamin W. Freeman is the inventor and sole owner of U. S. Letters Patent No. 1,681,033, dated August 14th, 1928, on Cut Out Machines, dies, anvils and masks and

Whereas, the Licensee desires to arrange for a license to make dies, anvils and masks under said Freeman patent for use in machines licensed under said Freeman patent or sold heretofore or hereafter by or by licensed authority from said Freeman.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained and of \$1.00 each to the other paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. A non-exclusive license is hereby granted by said Licensor under said patent No. 1,681,033 to the Licensee to make at its factory at Milwaukee, Wisconsin, dies, anvils, and masks under said patent and to sell the same to shoe manufacturing establishments who have or will have cut out machines licensed under said patent.

2. This license to sell such dies, anvils and masks is limited to the following territory, viz., the states of Minnesota and Wisconsin.

3. Licensee agrees to pay to Licensors, a sum as royalty [fol. 57] equal to 15% of the selling price of each die, mask or anvil supplied, providing that said royalty amounts to not less than \$2.00 on any one item sold hereunder as a unit structure, be it die, mask, anvil or combination of the same sold as an item, in which case the Licensee agrees to pay a royalty of \$2.00 when said 15% does not equal \$2.00.

4. Licensee agrees that on all dies, not previously reported, which it alters, changes, or rebuilds into dies coming under this license, to report the complete die at the regular selling price of a new die.

5. Licensee agrees that it will manufacture all dies, masks, anvils or other articles under this license in a good workmanlike manner and of first class materials and will supply same only for use in licensed machines and for none others, and Licensors shall have access during business hours to the factory of Licensee in order to view its manufacture of the licensed product and the Licensee shall supply full information as to the same.

6. The Licensee agrees that it will stamp in a legible manner each and every die, mask and anvil made and sold by it with a serial number, commencing with the number M-1 and numbering each die, anvil or mask consecutively thereafter.

7. Licensee agrees that on each die, mask, anvil, or other part made and sold by them under this license, that it will cause to appear the patent number, viz. "Patent No. 1,681,033" in legible characters, together with Licensee's own name or mark as Licensee, and that it will not cause to appear on said dies, anvils, masks or parts any other patent numbers except with the Licensors's written permission.

8. Among the items covered by this contract are dies, anvils and masks used in forming cut outs or perforations [fol. 58] in completely fitted or partly fitted uppers, and the Licensee agrees that it will not during the life of this contract make and/or sell any dies, anvils or masks for use

in forming cut outs or perforations in completely or partly fitted shoe uppers, except those licensed hereunder, and that it will not make and/or sell any machines in infringement of said letters patent and engages to observe each and every condition of this agreement.

9. Licensee agrees to keep books of account covering all dies, masks and anvils produced and sold by it and to permit access of Licensor or his representatives at reasonable times to the said books and to papers relating to the same and to supply copies of said accounts under oath is desired and from time to time as requested.

10. Licensee agrees that it will send to Licensor, accountings, returns and payments by the 20th day of each month of all dies, masks and anvils made, altered or rebuilt in accordance with this license which it has sold during the preceding calendar month beginning with May 1, 1934, the returns therefore commencing June 20, 1934, said returns shall include four impressions on thin paper of each die made, altered, or rebuilt which it sold during the accounting period, together with name of customer, serial number of die, and the selling price and date of sale on one of said impressions.

11. As liquidated damages, to reimburse Licensor for time and expense in bringing out the facts in connection therewith, Licensee shall pay to the Licensor the entire selling price for any machine, anvil, die or mask under this license and for which Licensee has failed to account or [fol. 59] pay the required royalty to the Licensor within the times above provided, or has sold other than as provided for herein.

12. Licensee agrees that it will not, at any time, and irrespective of the continued existence of this contract contest the novelty, validity, right or title of Licensor in and to the aforesaid U. S. Letters Patent No. 1,681,033. Licensee is familiar with various machines and dies therefore, made for cutting or perforating completely or partly fitted uppers including those with the die cutting downwardly, and agrees that all such machines and dies come within the scope of Patent No. 1,681,033. Licensee is familiar with the various styles of flat bed dies having masks or plates for gauging and/or clamping, including

the so-called clamp-gauge dies, and agrees that all such dies come within the scope of patent No. 1,681,033.

13. This license may be cancelled by the Licensor upon sixty-days written notice, said written notice to be sent by registered mail to the Licensee, but such cancellation shall not affect the right of Licensor to collect royalty, then or later due from the Licensee.

14. This license is personal to the Licensee for the territory herein reserved and for the Licensee's factory at Milwaukee, and is under said Licensor's patent No. 1,681,033 only, and is not to be construed as involving any license under other or subsequent patent rights of said Freeman, except as herein provided with regard to improvements in such dies, masks and anvils which may be developed or acquired by said Licensor. Said Licensee agrees to co-operate in the protection of the patent monopoly granted under said patent and in the development of the business thereof and thereunder.

[fol. 60] 15. Licensor agrees that if in the future he should develop or acquire improvements in the dies, anvils and masks licensed herein that the Licensee shall have the right, subject to the conditions of this license to use the same without additional royalty and the Licensee agrees that if it develops or acquires any such improvements that it will grant the Licensor, Benj. W. Freeman of Cincinnati, Ohio, and all Licensees under Patent No. 1,681,033, if requested to do so by the Licensor, a right to employ the same without charge.

16. Unless cancelled, this license shall continue for the full term of the last to expire of any patent of the Licensor to which this license extends.

In Witness Whereof the parties hereto have interchangeably set their respective hands and seals this 14th day of April, at Cincinnati, Ohio.

Benjamin W. Freeman. Peterson Die Co., by J. R.
Riley, Vice President.

Executed in duplicate.

License Contract

This Agreement, made this 24th day of November, 1928, by and between Benjamin W. Freeman, of Cincinnati, Ohio, hereinafter called the Licensor, and The Chicago Cutting Die Company, a corporation of Illinois, whose place of business is Chicago, Illinois, hereinafter called Licensee, witnesseth that

Whereas, Benjamin W. Freeman, is the owner of U. S. Letters Patent No. 1,681,033, disclosing and claiming cut-out machines and masks, anvils and dies, for use in cutting out operations.

Whereas, Licensee has made and sold Cut Out machines which infringe the above mentioned patent as follows:

1 Machine to Badger State Shoe Company, Madison, Wisc.

1 Machine to Wolfram Shoe Company, Watertown, Wisc.

1 Machine to J. P. Smith Shoe Company, Chicago, Ill.

1 Machine to Murphy Saval Shoe Company, Chicago, Ill.

1 Machine to Meyer Rudolph Shoe Company, Chicago, Ill.

1 Machine to Ebner Shoe Company, Milwaukee, Wisc.

2 Machines to Margolin Shoe Company, Chicago, Ill.

1 Machine to Niagara Shoe Company, Buffalo, N. Y.

1 Machine unsold, and

1 Machine to Fargo Hallowell Shoe Co., Chicago, Ill.

Whereas, the users of said machines are operating same in infringement of above mentioned patent and certain of said users have purchased same from the licensee with the implied understanding that said Licensee would provide the necessary protection for the continued use of said machines by the respective shoe manufacturers and whereas Licensee is desirous of obtaining for the

Badger State Shoe Company, Madison, Wisc.

Wolfram Shoe Company, Watertown, Wisc.

J. P. Smith Shoe Company, Chicago, Ill.

Murphy Saval Shoe Company, Chicago, Ill.

Meyer Rudolph Shoe Company, Chicago, Ill.

Ebner Shoe Company, Milwaukee, Wisc.

Fargo Hallowell Shoe Co., Chicago, Ill.

a license for them to operate their respective machines under the afore mentioned patent, for a term to continue

while the respective machines remain the property of said shoe manufacturers and whereas the two machines at the Margolin Shoe Company, Chicago, Ill., no longer in use, and the one machine originally sold to Niagara Shoe Company no longer in their possession due to liquidation of the Niagara Shoe Company, said Licensee desires no protection covering these three machines and acknowledges that the [fol. 62] use of said machines is in infringement of above mentioned patent, and

Whereas, Licensee still has in his possession one cut out machine.

Now Therefore, this instrument witnesseth, in consideration of the mutual covenants and agreements herein contained, and of one dollar (\$1.00) each to the other paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The Licensor, hereby grants to the

Badger State Shoe Company, Madison, Wisc.
 Wolfram Shoe Company, Watertown, Wisc.
 J. P. Smith Shoe Company, Chicago, Ill.
 Murphy Saval Shoe Company, Chicago, Ill.
 Meyer Rudolph Shoe Company, Chicago, Ill.
 Ebner Shoe Company, Milwaukee, Wisc.
 Fargo Hallowell Shoe Company, Chicago, Ill.

the privilege to continue to operate the cut-out machines hereinbefore referred to as long as machines remain the property of these concerns but does not grant to them a license to sell, transfer or assign these rights, nor the right to secure or use dies, masks, or anvils other than those made under license from the Licensor under patent No. 1,681,033.

2. Said Licensee agrees to destroy at once, the unsold cut-out machine now in its possession and to immediately notify Licensor of such; this to be taken care of by December 15th, 1928.

3. Licensor hereby licenses the Licensee, subject to the conditions hereinafter enumerated, to make and sell dies, masks and cutting anvils, to the firms mentioned in clause 1, for use by them in said machines in accordance with said letters patent.

4. The Licensee agrees that it will manufacture dies, masks, cutting anvils, under this license for such concerns and for no others and for use only on said machines.

5. Licensee agrees that said dies, masks and anvils shall be manufactured of first class material and workmanship.

6. Licensee agrees that on each die, mask or anvil or other part made and sold by them under this license, it will pay a royalty to the Licensor of 15% of the selling price, providing that said royalty amounts to not less than \$2.00 on any one item sold hereunder as a unit structure be it a die, mask or anvil or combination of the same sold as item [fol. 63] in which case the Licensee agrees to pay a royalty of \$2.00.

7. The Licensee agrees that accountings and payments of said royalty to the Licensor shall be made by the Licensee on the fifteenth day of each month for all dies, masks, anvils or other parts made under this license and sold during the preceding month, beginning with the date of this contract.

8. The Licensee agrees that accounts with said payments shall be complete with an itemized list of selling price, masks, dies and anvils sold, and to whom sold; also four paper impressions of each die sold, three blank and one specifying to whom sold, price and number.

9. The Licensee agrees that it will stamp each and every die, mask and anvil made and sold by it with a serial number, commencing with the number C-1, and numbering each die and anvil consecutively thereafter.

10. In addition to said consecutive serial numbers the Licensee agrees to stamp on each die produced by it the phrase "Patent No. 1,681,033", together with Licensee's own mark as authorized agent, the first noted stamp being provided by the Licensor.

11. The Licensor may require additional markings to designate patent numbers or other data, from time to time, if desired, and may specify other markings on the dies, masks and anvils which the Licensee makes at the Licensor's option, and the Licensee agrees that it will mark the licensed parts which it makes in accordance with the Licensor's instructions.

12. The Licensee agrees to keep separate books of account, covering all licensed dies, masks and anvils produced and sold by it, and to permit access of the Licensor or its representatives at any reasonable times to said books and records, and to supply copies of same, under oath if desired, and from time to time as required.

13. As liquidated damages to reimburse the Licensor for its time and expense in bringing out the facts in connection [fol. 64] therewith, Licensee agrees to pay to the Licensor the entire selling price for each part made in accordance with the patent under which it is licensed and produced and sold by the Licensee and for which the Licensee has failed to account or pay the required royalty to the Licensor within the times above provided.

14. This license and agreement is a non-exclusive, non-transferable license, granted by the Licensor to the Licensee for the manufacture of dies, anvils and masks at its factory in the city of Chicago and for the sale Only to the shoe manufacturers and for use in the machines heretofore referred to.

15. This license may be cancelled forthwith by the Licensor in case of breach by the Licensee of any of its terms, and the Licensee may cancel this agreement upon sixty days written notice sent registered mail to the Licensor, said cancellation to take effect on the next payment day. Such cancellation shall not affect the right of the Licensor to collect royalties for dies, masks and anvils on which payments are or may be due. The Licensee hereby agrees to discontinue the manufacture of parts which infringe any of the claims of any of the patents under which it is licensed upon the termination of this license contract, in case of such cancellation by the Licensee.

16. The Licensee agrees, that it will at no time, contest the validity, right and title of Benjamin W. Freeman in and to the aforesaid patent, which agreement is not waived by any termination of this agreement, and the Licensor as a special consideration therefore and in addition to the considerations heretofore expressed, hereby waives all claims covering damages heretofore incurred by The Chicago Cutting Die Company thru the manufacture and sale of said machines, dies, masks, anvils and parts which have

been made in accordance with aforesaid patent, and the use of said machines by the companies heretofore named.

[fol. 65] In Witness Whereof the parties hereto have had this agreement executed in duplicate by the Licensor and Licensee at Cincinnati, Ohio, the day and year first above written.

Benjamin W. Freeman. The Chicago Cutting Die Company, by Wm. Anderson, Pres.

[fol. 66]

DEFENDANT'S EXHIBIT A-13

License Contract

This agreement made this 29th day of November 1933, by and between Benjamin W. Freeman, of Cincinnati, Ohio, hereinafter called the Licensor, and the Bee Machine Company, a corporation of Massachusetts, having its usual place of business at Lynn, Massachusetts, hereinafter called the Licensee, Witnesseth:

That, Whereas, said Benjamin W. Freeman is the inventor and sole owner of U. S. Letters Patent No. 1,681,033, dated August 14, 1928, on Cut-Out Machines, dies, anvils and masks, and is in the sole owner of U. S. Letters Patent No. 1,886,554, dated November 14, 1932, to George Knight, now being reissued, and U. S. Reissue Patent No. 17,085, dated September 18, 1928 (original patent No. 1,545,863, July 14, 1925) to Alfred J. Thomas, and has the right to grant license under Letters Patent No. 1,584,230 to Joseph C. Knight, to all his present and future licensees under Freeman patent No. 1,681,033, said Letters Patent No. 1,584,230 having been assigned to Joseph C. Knight under date of January 25, 1929.

Whereas, the Licensee has heretofore made certain dies, anvils and masks, the manufacture, sale and use of which since the date of issue of said patents aforesaid, are an infringement thereof and both parties have effected a settlement of said past infringement and any claim for damages and profits arising therefrom; and effected a settlement for any royalties accrued to Freeman under said patents; and now desire to arrange for a license for the future; and

Now, therefore, this instrument witnesseth:

[fol. 67] That in consideration of the mutual covenants and agreements herein contained and of \$1.00 each to the

other paid receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. A non-exclusive license is hereby granted by said Licensor under said patents Nos. 1,681,033, 1,886,554, 1,584,230, and Reissue No. 17,085, or any reissues thereof, to the Licensee to make at its factory Lynn, Massachusetts, or any other factories as may be established by Licensee within the territory set forth in Clause 2, dies, anvils, and masks under said patents and to sell the same to shoe manufacturing establishments who now have or hereafter may acquire or own, or, who have or will have cut-out machines licensed under said patents.

2. This license to manufacture and sell such dies, anvils and masks is limited to the following territory, viz., the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut and New York.

3. Licensee agrees to pay to Licensor, a sum as royalty equal to 15% of the selling price of each die, mask or anvil supplied, providing that said royalty amounts to not less than \$2.00 on any one item sold hereunder as a unit structure, be it die, mask, anvil or combination of the same sold as an item, in which case the Licensee agrees to pay a royalty of \$2.00 when said 15% does not equal \$2.00.

4. Licensee agrees that it will manufacture all dies, masks, anvils, or other articles under this license in good workmanlike manner and of first class materials, and will supply same only for use in licensed machines and for none others, and Licensor shall have access during business hours to the factory of Licensee in order to view its manufacture of the licensed product and the Licensee shall supply full information as to the same.

5. The Licensee agrees that it will stamp each and every die, mask and anvil made and sold by it under this license with a serial number, commencing with the number B-1 and numbering each die, anvil or mask consecutively thereafter.

6. Licensee agrees that on each die, mask, anvil, or other part made and sold by them under this license, that it will cause to appear the patent number, viz: "Patent No. 1,681,033" together with Licensee's own name or mark as Licensee.

7. Among the items covered by this contract are dies, anvils and masks used in forming cut-outs in fitted uppers, and the Licensee agrees that it will not during the life of this contract make and/or sell any dies, anvils or masks for use in forming cut-outs in fitted shoe uppers, except those licensed hereunder, and that it will not make and/or sell any machines in infringement of said letters patent and engages to observe each and every condition of this agreement.

8. Licensee agrees to keep books of account covering all dies, masks and anvils produced and sold by it under this license and to permit access of Licensor or his representatives at reasonable times to the said books and to papers relating to the same and to supply copies of said accounts under oath if desired and from time to time as requested.

9. Licensee agrees that it will send to Licensor, accountings, returns and payments by the 20th day of each month of all dies, masks and anvils made in accordance with this license which it has sold during the preceding calendar month beginning with December 1st, 1933, and returns therefor commencing January 20th, 1934, said returns shall [fol. 69] include two impressions of each die made and sold under this license during the accounting period, together with name of customer, serial number of die, and the selling price and date of sale on one of said impressions.

10. This license may be canceled by the Licensor for cause or breach of condition by the Licensee upon first giving thirty (30) days written notice of the cause or breach complained of, and if not corrected within said time, a further written notice of cancellation may be sent by registered mail by Licensor cancelling this license within an additional thirty (30) days from said second notice, but such cancellation shall not affect the right of Licensor to collect royalties then due.

11. This license is personal to the Licensee for the territory herein reserved and for the Licensee's factory at Lynn, or such other factories that may be established by the Licensee within the territory set forth in clause 2 herein, and is under said Licensor's patents Nos. 1,681,033, 1,886,554, and Reissue No. 17,085, and No. 1,584,230, and any reissues thereof, or any other patent owned by or controlled by said Freeman which may be necessary for the full enjoy-

ment of the license rights by Licensee herein granted. Said Licensee agrees, during the continued existence of this contract, to cooperate with the Licensor in the protection of the patent monopoly granted under said patents and in the development of the business thereof and thereunder.

12. Licensor agrees that if in the future he should develop or acquire improvements in the dies, anvils, and masks licensed herein that the Licensee shall have the right, subject to the conditions of this license, to use the same without additional royalty, and the Licensee agrees that if it develops or acquires any such improvements that it will grant [fol. 70] the Licensor, Benjamin W. Freeman of Cincinnati, Ohio, and all licensees under patent No. 1,681,033, if requested to do so by the Licensor, a right to employ the same without charge, and Licensee further agrees that if it shall conclude to dispose of any patents on the same that it may develop or acquire, that it will first offer said patents to the Licensor at such price as it has been bona fide offered by others.

13. Unless previously canceled according to its terms, this license shall continue to the end of the term of the last one to expire of the patents included therein.

In Witness Whereof, the parties hereto have interchangeably set their respective hands and seals, this 29th day of November, 1933.

Benjamin W. Freeman. Bee Machine Company, by
Vincent W. Burks, Treasurer.

Executed in duplicate.

[fol. 71]

DEFENDANT'S EXHIBIT A-14

Cincinnati, Ohio, November 29, 1933.

Bee Machine Company, Lynn, Mass.

GENTLEMEN:

I agree, in connection with the license contract dated November 29th, 1933, between myself and your Company, that royalties will not be charged or collected from your Company by me on flat bed dies which were old and well known in the art prior to the inventions of the patents in said

license contract, and no royalties will be charged or collected by me for the sale by your Company of dies which do not bear royalty according to contracts of license under the said patents, or any of them, which I have with The Brockton Perforating Machine Company, George Knight & Co., Globe Machine Company, and/or United Shoe Machinery Co.

Yours very truly, Benjamin W. Freeman.

[fol. 72]

Boston, Mass., November, 29, 1933.

Benjamin W. Freeman, Cincinnati, Ohio.

DEAR SIR:

This is to certify that as part of the agreement of license dated November 29th, 1933, between Bee Machine Company and Benjamin W. Freeman, we, the Bee Machine Company, agree that no dies, anvils and/or masks will be made and/or sold by us pursuant to the said agreement in the State of New York for a period of two years from said date of November 29th, 1933.

Yours very truly, Bee Machine Company, by Vincent W. Burks, Treasurer.

[fol. 73]

DEFENDANT'S EXHIBIT A-15

June 16, 1939.

Progressive Service Company, 80 South Cameron Street,
Harrisburg, Pa.

GENTLEMEN:

Reference is made to agreement dated October 1, 1936, covering the manufacture of anvils with or without masks and flat bed dies with masks.

You are hereby authorized to make such dies for use at the factories of Dunn & McCarthy, Inc., located at Binghamton and Auburn, New York.

Yours truly, The Louis G. Freeman Company, Benj. W. Freeman.

BWF:MMG

[fol. 74]

License Contract

This agreement made this 1st day of October, 1936, by and between Benjamin W. Freeman of Cincinnati, Ohio, hereinafter called the Licensor and Progressive Service Company, a corporation having its usual place of business at St. Louis, Missouri, hereinafter called the Licensee, Witnesseth:

That, whereas said Benjamin W. Freeman is the inventor and sole owner of United States Letters Patent No. 1,681,033 dated August 14, 1928, on cut-out machines, dies, anvils and work locating elements and

Whereas, the Licensee desires to arrange for a license to make dies, anvils and work locating elements under said Freeman patent for use in machines licensed under said Freeman patent or sold heretofore or hereafter by or by licensed authority from said Freeman.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. A personal, individual, non-transferable and non-exclusive license is hereby granted by said Licensor under said Patent No. 1,681,033, and any re-issues and/or divisions thereof, to the Licensee to make at Harrisburg, Pennsylvania, (but not elsewhere without the written permission of Licensor), anvils, dies, and work locating elements under said patent and to sell the same to shoe manufacturing establishments who have or will have cut-out machines licensed under said patent.

2. This license to sell such dies, anvils and work locating elements is limited to distribution or sale for use in the city of Harrisburg, Pennsylvania.

[fol. 75] 3. Licensee agrees to pay to the Licensor, a sum as royalty equal to 15% of the invoice price (prior to deduction of cash discounts, freight or advertising allowances, excise or other like taxes, or any allowances not according to general trade practices) of each die, anvil, work locating element, and/or die part made under this license, unless said royalty as so computed amounts to less than \$2.00 on any one item sold hereunder as a unit structure, or combination sold as an item, in which case the Licensee agrees to pay \$2.00 as a minimum royalty for said item.

Failure, by the party invoiced, to pay the Licensee, either wholly or in part shall not alter, change or modify the determined royalty.

For the purpose of this agreement all dies shall be considered as sold when the die has been invoiced, or if not invoiced, when it has been delivered, shipped or mailed.

4. Licensee shall have the right to supply die parts for, and/or to modify existing dies in which license fees have been paid by it to the Licensor, or which were made by other Licensees of the Licensor, and are so marked, by substituting and/or adding new die parts, on the same royalty basis, as specified in Clause 3 supra, and giving new serial numbers to these elements or the modified dies, and reporting the old serial numbers, as well as the new numbers in its current report, in accordance with Clause 11 hereof.

5. Licensee shall have the right to modify existing dies, or die parts not falling within this license, or which fall within this license and were not sold by a licensee and hence do not carry a licensed marking under the above [fol. 76] named patent, and agrees that on all such dies, elements or parts which it alters, changes, rebuilds, or modifies, and thereby brings within the terms of this license, to report the complete dies as new dies at its regular selling price for new dies, giving new serial numbers thereto.

Licensee agrees that it will supply no die parts for use with unlicensed dies, which dies when modified by such parts would fall within the terms of this license, unless such dies are modified by Licensee as herein provided.

6. Licensee agrees to manufacture all die parts for use in or with licensed dies or dies as provided in Clause 5, supra, or to purchase such parts as it does not manufacture, solely through Licensor, unless obtaining written consent of Licensor to do otherwise.

7. Licensee agrees that it will manufacture all dies, anvils, work locating elements, or other articles under this license in a good workmanlike manner and of first-class materials and will supply same only for use in licensed machines and none others. Licensor shall have access during business hours to the factory of Licensee in order to view its manufacture of the licensed product, and the Licensee shall supply full information as to same.

8. Licensee agrees that it will stamp each and every die, anvil, work locating element, and replacement element made and sold by it under this license, in a permanent and clear manner with a serial number beginning with PH-1, and numbering each die and work locating element consecutively thereafter during the life of this contract, except as this may be modified by the Licensor, the same serial number not to be applied to more than one die.

9. Licensee agrees that on each die assembly and work locating element, which it sells and which in accordance [fol. 77] with this agreement must bear a serial number, it will cause to appear in legible characters, prominently displayed, together with its own name, a patent notice as follows:

Licensed under United States Patent No. 1,681,033 Licensee shall not place any patent notice other than the above on structures sold hereunder, without the Licensor's written permission.

10. Licensee agrees to keep books of account covering all dies and parts thereof made and sold by it, and to permit access of Licensor or his representatives at any time, upon reasonable notice, to examine the said books and papers relating to the same, and to supply copies of said accounts under oath if desired, and from time to time as requested.

11. Licensee agrees that it will send to the Licensor, accountings, returns and payments by the 20th of each month, of all dies and/or work locating elements and/or other die parts made, altered or rebuilt in accordance with this license, which it has sold during the preceding calendar month, beginning with October 1, 1936, the returns therefore commencing November 20, 1936, said returns shall include two impressions on pattern paper of each die made, altered, or rebuilt which it has sold or distributed during the accounting period, and an outline of the gauge portion of the work locating element, together with the name of the customer, the serial number of the die, pattern name and/or number and selling price and date of sale on one of said impressions, copy of invoice to customer, and a statement listing each die, the selling price, date sold, and name of user.

12. As liquidated damages, to reimburse Licensor for time and expense in bringing out the facts in connection

therewith, Licensee shall pay to the Licensor the entire selling price for any die, work supporting element, part, or [fol. 78] article, the manufacture and/or sale of which breaches any clause of this license, or for which Licensee has failed to account or pay the required royalty to the Licensor within the time above provided. But such payment shall not disentitle the Licensor from the right of cancellation of this contract, as hereinafter provided for because of such breach.

13. Licensee hereby admits, and agrees never, either directly or indirectly, to contest the novelty, validity, right or title of Licensor in and to the said Letters Patent.

14. This license, unless cancelled, shall extend for the term of the Letters Patent covered thereby. This license may be cancelled, by the Licensor, for cause or breach of condition, upon first giving thirty days written notice of the cause or breach complained of and if not corrected within said time, a further written notice of cancellation may be sent registered mail by Licensor to Licensee cancelling this license within an additional thirty days from said second notice, but such cancellation shall not affect the right of Licensor to collect royalties then due.

Failure on the part of the Licensee to manufacture and report dies under this license for a period of six months shall constitute a cause warranting cancellation of this license as provided herein.

15. This license is personal to the Licensee for the territory herein reserved and for manufacture under this license at Harrisburg, Pennsylvania, and is under Licensor's said patent only, and is not to be construed as involving any license under other or subsequent patent rights of said Licensor.

[fol. 79] 16. The Licensee as a further consideration hereby agrees to locate and call to the attention of Licensor any infringers to which its attention may be invited, and to cooperate with the Licensor in obtaining proof of the infringement.

17. Licensee agrees to cooperate in the protection of the patent monopoly granted under said patent, and in the promotion and development of the business thereof and the eunder, and agrees to refrain from doing any acts

under its license herein, tending to jeopardize the validity and/or enforceability of said patent. Licensee further agrees that it will accept orders for such licensed dies and/or parts thereof from any concern of good commercial standing, located in the territory set out in Clause 2, and in possession of a licensed machine as set out in Clauses 1 and 7, regardless of whether or not such orders include other business to the Licensee, and will invoice same at its regular price and will render its regular service thereon.

In witness whereof, the parties hereto have hereunto set their hands and seals, this 1st day of October, 1936.

Progressive Service Company, R. V. Goodworth,
Pres.; Benjamin W. Freeman.

Executed in Duplicate.

[fol. 80]

DEFENDANT'S EXHIBIT A-16

License Contract

This agreement, made this first day of December, 1923, by and between The Louis G. Freeman Company, a corporation of Ohio, and established at Cincinnati, Ohio, licensor, and the Manufacturers Supplies Company a corporation of Missouri, and established at St. Louis, licensee, witnesseth that

Whereas The Louis G. Freeman Company, is the owner of certain improvements, inventions and patent rights thereon, covering processes, machines, apparatus, devices and cutting dies, used in connection with the manufacture of boots and shoes, and particularly on cut-out or open-work shoes, slippers, pumps and the like, and is engaged in the marketing of Freeman Cut-Out Machines for carrying out the above processes, and is engaged in the licensing the manufacture of shoes and the use of said processes, machines and dies therefor, under the inventions and patent rights above noted; and

Whereas The Manufacturers Supplies Company is desirous of manufacturing dies and cutting anvils for use in the Freeman Cut-Out machines and under the patent rights noted above.

Now, therefore, this instrument witnesseth, in consideration of the mutual covenants and agreements herein con-

tained, and of one Dollar (\$1.00) each to the other paid, receipt whereof is hereby acknowledged, it is hereby agreed as follows:

1. Said Louis G. Freeman Company hereby licenses the Manufacturers Supplies Company to make and sell dies and cutting anvils for use in said Freeman Cut Out Machines and to the licensees of said Freeman Company under its said patent rights.

2. Said dies shall be made in exact accordance with the requirements and specifications of the Louis G. Freeman Company, and to cooperate with the said Freeman machines, and said dies and anvils shall be manufactured of first class material and workmanship and of the same standard and grade as those made by the said Freeman Company for its machines.

3. Said Freeman Co., licensor, may change the requirements and specifications for dies and anvils made by the licensee, Manufacturers Supplies Company, from time to time as desired by the licensor.

[fol. 81] 4. The licensee agrees to sell said dies and anvils in accordance with the licensor's price schedule, as same may from time to time be determined.

5. Licensee agrees to pay 20% of selling price of dies or anvils on all orders sent to them by the Freeman Company, or the authorized agents, these payments to be made 15th of following month.

6. The licensee agrees that on each die and anvil produced and sold by it, ten per-cent of the selling price shall be paid to the licensor.

7. Accountings and payments of said ten per-cent to licensor shall be made by the licensee on the fifteenth day of each month for all dies or anvils sold during the preceding month, beginning with December 1st, 1923.

8. Accountings with said payments shall be complete with an itemized list of selling price, dies and anvils sold, and to whom sold; also four paper impressions of each, three blank and one specifying to whom sold, price and number.

9. Licensee shall stamp each and every die and anvil made and sold by it with a serial number, commencing with

the number 1001, and numbering each die and anvil consecutively thereafter.

10. In addition to said consecutive serial numbers, licensee agrees to stamp on each die produced by it the phrase "Licensed By The Louis G. Freeman Company", together with licensee's own name as authorized agent, the first noted stamp being provided by the licensor.

11. Licensor may require additional imprints to designate patent numbers or other data, from time to time, if desired, and may substitute other stamps to imprint these dies and anvils at licensor's option.

12. Licensee agrees to keep separate books of account, covering all dies and anvils produced and sold by it, whether for Freeman Cut-Out Machines, or otherwise, and to permit access of licensor or its representative at any reasonable times to said books and records, and to supply copies of same, under oath if desired, and from time to time as required.

[fol. 82] 13. As a penal fine or liquidated damages, licensee shall be liable to pay licensor the sum of Five Hundred Dollars. (\$500.00) for each die produced and sold by licensee and for which licensee has failed to account or pay the required ten per-cent (10%) to licensor within the times above provided.

14. This license and agreement is a non-exclusive right, granted by the Licensor to the Licensee, the said licensor Louis G. Freeman Company, reserving to itself the right to make, produce and sell dies for its said machines and under its said inventions and patent rights, and to license others so to do, in addition to this present license.

15. This license may be cancelled for cause by the Louis G. Freeman Company, and either party hereto may cancel this agreement upon four months written notice, said cancellation to take effect on a payment day, and shall not affect the right of licensor to collect for dies and anvils on which payments are due or may be due.

16. The Licensee recognizes the validity and title of the Louis G. Freeman Company's patent rights, and of the Brodfuehrer inventions and others, which recognition is not waived by any termination of this agreement.

In witness whereof the parties hereto have had this agreement executed in duplicate by the duly authorized officers of each party at Cincinnati, Ohio, the day and year first above written.

The Louis G. Freeman Company, By Benj. W. Freeman, Treas. The Manufacturers Supplies Company, By Chas. F. Freeman, Pres.

[fol. 83]

DEFENDANT'S EXHIBIT A-17

License Contract

This agreement made this 18th day of April, 1935, by and between Benjamin W. Freeman of Cincinnati, Ohio, hereinafter called the Licensor and Frank W. Bowie, doing business as the Binghamton Die & Machine Company of Binghamton, New York, hereinafter called the Licensee.

Witnesseth:

That, Whereas said Benjamin W. Freeman is the inventor and sole owner of U. S. Letters Patent No. 1,681,033 dated August 14th, 1928 on cut out Machines, dies, anvils and masks and

Whereas, the Licensee desires to arrange for a license to make dies, anvils and masks under said Freeman patent for use in machines licensed under said Freeman patent or sold heretofore or hereafter by or by licensed authority from Freeman.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained and of \$1.00 each to the other paid, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. A non-exclusive license is hereby granted by said Licensor under said patent No. 1,681,033 to the Licensee to make at Binghamton, New York, anvils, dies, and masks under said patent and to sell the same to shoe manufacturing establishments who have or will have cut out machines licensed under said patent.

2. This license to sell such dies, anvils and masks is limited to the following territory: namely, the cities of Owego, Johnson City, Endicott, Binghamton, and Auburn in the state of New York.

3. Licensee agrees to pay to Licensor, a sum as royalty equal to 15% of the selling price of each die, mask or anvil supplied, providing that said royalty amounts to [fol. 84] not less than \$2.00 on any one item sold hereunder as a unit structure, be it die, mask, anvil or combination of the same sold as an item, in which case the Licensee agrees to pay a royalty of \$2.00 when said 15% does not equal \$2.00.

4. Licensee agrees that on all dies, not previously reported, which he alters, changes, or rebuilds into dies coming under this license, to report the complete die at the regular selling price of a new die.

4A. Licensee agrees that no invoice or statement to a customer will refer in any way to royalty or royalty payments made under this license.

5. Licensee agrees that he will manufacture all dies, masks, anvils or other articles under this license in a good workmanlike manner and of first class materials and will supply same only for use in licensed machines and for none others, and Licensor shall have access during business hours to the factory of Licensee in order to view his manufacture of the licensed product and the Licensee shall supply full information as to same.

6. The Licensee agrees that he will stamp each and every die, mask and anvil made and sold by him with a serial number, commencing with the number Y-601, and numbering each die, anvil or mask consecutively thereafter.

7. Licensee agrees that on each die, mask, anvil, or other part made and sold under this license, that he will cause to appear the patent number, viz. "Patent No. 1,681,033" in legible characters, together with Licensee's own name or mark as Licensee, and that he will not cause to appear on said dies, anvils, masks or parts any other patent numbers without the Licensor's written permission.

8. Among the items covered by this contract are dies, anvils and masks used in forming cut outs or perforations in completely fitted or partly fitted uppers, and the Licensee agrees that he will not during the life of this contract make [fol. 85] and/or sell any dies, anvils or masks for use in forming cut outs or perforations in completely or partly

fitted shoe uppers except those licensed hereunder, and that he will not make and/or sell any machines in infringement of said letters patent and engages to observe each and every condition of this agreement.

9. Licensee agrees to keep books of account covering all dies, masks and anvils produced and sold by him and to permit access of Licensor or his representatives at reasonable times to the said books and to papers relating to the same and to supply copies of said accounts under oath if desired and from time to time as requested.

10. Licensee agrees that he will send to Licensor, accountings, returns and payments by the 20th day of each month, of all dies, masks and anvils made, altered or rebuilt in accordance with this license which he has sold during the preceding calendar month beginning with April 18, 1935, the returns therefore commencing May 20, 1935, said returns shall include four impressions on thin paper of each die made, altered, or rebuilt which he sold during the accounting period, together with name of customer, serial number of die, and the selling price and date of sale on one of said impressions.

11. As liquidated damages, to reimburse Licensor for time and expense in bringing out the facts in connection therewith Licensee shall pay to the Licensor the entire selling price for any machine, anvil, die or mask under this license and for which Licensee has failed to account or pay the required royalty to the Licensor within the times above provided, or has sold other than as provided for herein.

12. Licensee agrees that he will not, at any time, and irrespective of the continued existence of this contract contest the novelty, validity, right or title of Licensor in and to the aforesaid U. S. Letters Patent No. 1,681,033. Licensee is familiar with various machines and dies therefore, [fol. 86] made for cutting or perforating completely or partly fitted uppers including those with the die cutting downwardly, and agrees that all such machines and dies come within the scope of Patent No. 1,681,033. Licensee is familiar with the various styles of flat bed dies having masks or plates for gauging and/or clamping, including the so-called clamp-gauge dies, and agrees that all such dies come within the scope of patent No. 1,681,033.

13. This license may be cancelled at any time by the Licensor upon sixty-days written notice, said written notice to be sent by registered mail to the Licensee at his last address known to Licensor, but such cancellation shall not affect the right of Licensor to collect royalty, then or later due from the Licensee.

14. This license is personal to the Licensee for the territory herein reserved, and for manufacture under this license at Binghamton, New York, and is under said Licensor's Patent No. 1,681,033, only, and is not to be construed as involving any license under other or subsequent patent rights of said Freeman, except as herein provided with regard to improvements in such dies, masks and anvils which may be developed or acquired by said Licensor. Said Licensee agrees to cooperate in the protection of the patent monopoly granted under said patent and in the development of the business thereof and thereunder.

15. Licensor agrees that if in the future he should develop or acquire improvements in the dies, anvils, and masks licensed herein that the Licensee shall have the right, subject to the conditions of this license to use the same without additional royalty and the Licensee agrees that if he develops or acquires any such improvements that he will grant the Licensor, Benj. W. Freeman of Cincinnati, Ohio, and all Licensees under Patent No. 1,681,033, if requested to do so by the Licensor, a right to employ the same without charge.

[fol. 87] 16. Unless cancelled, this license shall continue for the full term of the last to expire of any patents of the Licensor to which this license extends.

In Witness Whereof the parties hereto have interchangeably set their respective hands and seals this 18th day of April at Cincinnati, Ohio.

Frank W. Bowie. Benjamin W. Freeman.

Executed in duplicate.

[fol. 88]

DEFENDANT'S EXHIBIT A-18

These articles of agreement made this fifteenth day of February, 1939, by and between The Louis G. Freeman Company, a corporation of Ohio, and having a usual place

of business at Cincinnati, Ohio, and Benjamin W. Freeman, also of Cincinnati, Ohio, and President of said Company, hereinafter referred to as Licensor, and George Knight, George R. Knight, Chesterton S. Knight, F. Stuart Knight, and Carlton E. Knight, doing business as a copartnership under the name of Geo. Knight & Co., as successors in business to George Knight, and Geo. Knight & Co., Inc., and hereinafter referred to as Licensee, witnesseth:

Whereas, Benjamin W. Freeman is the owner of the following United States Letters Patent, to-wit:

Re-issue No. 20,202, Freeman.
 Re-issue No. 20,203, Freeman.
 Re-issue No. 20,206, George Knight.
 Re-issue No. 17,085, Thomas.
 1,584,230, Joseph C. Knight.

and

Whereas, on March 28, 1928, the Licensor herein did grant certain license rights to the predecessors of the Licensee herein, under the inventions of the above noted letters patents, and which rights were later transferred to the Licensee herein, and

Whereas, the parties hereto, by this instrument desire to modify and change the rights and license aforementioned;

Now, therefore, in consideration of the mutual promises and obligations herein contained, and in further consideration of the transfer to the said Benjamin W. Freeman of all rights in and to inventions of certain of the co-partners, being those inventions referred to in assignments executed November 14, 1938 and March 9, 1938, and as a novation [fol. 89] with respect to the contract noted above, it is agreed:

1. The contract between the parties dated March 28, 1928, and all subsequent agreements and modifications thereof, are hereby cancelled, and each party acknowledges full satisfaction to the other of any mutual claims dependent upon the said contract.

This cancellation and release shall in no way affect the continued rights of previous customers of the Licensee or predecessors to continue to employ any structures heretofore purchased from the Licensee or predecessors.

2. The Licensor hereby grants to the Licensee a license to manufacture in New England, and sell throughout New

England and the States of New York, Pennsylvania, New Jersey, Delaware, Maryland and Virginia, and foreign countries, machines, dies, and masks, under all of said patents, and any divisionals, renewals or reissues thereof.

3. A royalty shall be paid to the Licensor on the selling price of all machines, dies, and masks which are covered by said patents or which dies and masks or combination thereof are adapted and sold for use under said patents, which royalty shall be five percent on said selling price where the sales are for use in New England and in the following cities located in the State of New York: viz, Auburn, Owego, West Endicott, Endicott, Johnson City, and Binghamton, and within an area formed by a radius twenty-five miles from the center of New York City, and in foreign countries, and shall be ten percent where the sales are for use in all other territory covered by this license.

[fol. 90] 4. Licensor agrees, that if in the future additional license or licenses are granted to manufacture or sell in the New England States, that the same shall be at a minimum royalty at least 5% greater than the then existing royalty of licensee herein.

5. In case such additional license or licenses to manufacture or sell in New England shall be issued, the same shall be only for the making or selling of dies and masks, or combinations thereof, and not for the manufacture of any of said machines.

6. Royalty accounts and payments shall be rendered quarterly in each year, said quarterly accounts and payments to be forwarded to licensor by said licensee on the twentieth of the month following the end of the preceding quarter, and shall include lists of machines, dies, and masks, together with serial numbers of each and impressions of dies, selling price of each, purchasers, and dates shipped within the quarterly period covered by such reports.

7. Said licensee shall keep separate books of account of orders received and business done under the license, which records shall be open to inspection of licensor or his representatives at any time during reasonable business hours.

8. The license herein granted is personal with Licensee and shall not be assigned or transferred without licensor's written consent, except to a successor in business.

9. In the event that it is decided by an appellate court, or by a lower court whose decision is not appealed, that dies adapted and sold for use in machines covered by said patents are not within the monopoly of said patents, then fur-[fol. 91] ther payment of royalty upon said dies is to cease from and after the date when such decision becomes final, but only insofar as the Judicial Circuit in which the decision is rendered, is concerned; and in the event that it is decided by an appellate court, or by a lower court whose decision is not appealed, that the claims of licensor's patent or patents are invalid or of such narrow scope as not to cover the manufacture, sale or use of the machines, dies, or masks made by the licensee, then the payment of royalties upon such machines, dies, or masks is to cease, when same or the use of same are not otherwise covered by said patents, but only insofar as the Judicial Circuit in which the decision is rendered, is concerned.

10. Licensee agrees to mark machines, dies, and masks in accordance with the statute requiring notice of patents to the public, and licensor shall supply stamps for such markings on the dies and masks.

11. In case of failure of licensee to comply with the provisions herein, notice in writing shall be served by licensor on said licensee, setting forth the breach or default complained of, and if such breach or default is not rectified within sixty (60) days after receipt of such notice, then licensor may, by formal notice in writing, terminate such license.

12. This agreement and the license granted hereunder, unless sooner terminated as hereinbefore provided for, shall run for the length of the latest patent covering and protecting any essential part of the machines, dies, or masks herein referred to.

[fol. 92] In witness whereof the parties hereto have interchangeably set their respective hands and seals the day and year above written.

Executed in duplicate.

The Louis G. Freeman Company by Benj. W. Freeman,
President. Benj. W. Freeman.

Cincinnati, Ohio, February 6, 1939.

St. Petersburg, Fla., Feb. 10, 1939.

Geo. Knight.

George R. Knight.

Brockton, Mass., Feb. 9, 1939.

Chesterton S. Knight.

Brockton, Mass., Feb. 9, 1939.

F. Stuart Knight.

Brockton, Mass., Feb. 9, 1939.

Carlton E. Knight.

Brockton, Mass., February 9, 1939.

[fol. 93]

DEPENDANT'S EXHIBIT A-19

License Contract

This agreement made this first day of November, 1938, by and between Benjamin W. Freeman of Cincinnati, Ohio, hereinafter called the Licensor and Harold G. O'Brien, doing business under the name of Harold G. O'Brien, having his usual place of business at Auburn, Maine, hereinafter called the Licensee,

Witnesseth :

That, Whereas said Benjamin W. Freeman is the inventor and sole owner of United States Letters Patents Reissue No. 20202, and Reissue No. 20203 dated December 8, 1936 and Reissue No. 20206 dated December 15, 1936, on processes, cut out machines, dies and parts thereof, hereinafter referred to as said patents, and

Whereas, the Licensee desires to manufacture dies and parts thereof under said patents or any of them, and to sell the same to shoe manufacturing companies who have or will have cut out machines manufactured under or used under said patents, or any of them, pursuant to license thereunder, or in the case of flat bed dies with masks, for any machines.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows :

1. A personal, individual, non-transferable and non-exclusive license is hereby granted by said Licensor under said patents, and any re-issues and/or divisions thereof, to the Licensee to make at Auburn, Maine, (but not elsewhere without the written consent of the Licensor), dies and parts thereof under said patents, or any of them, and to sell the same to shoe manufacturing companies who have or will have cut out machines manufactured under or used under

said patents, or any of them, pursuant to license thereunder, [fol. 94] or in the case of flat bed dies with masks, for any machines.

2. This license to manufacture such dies and parts thereof is limited to distribution or sale or use in the state of Maine.

3. The Licensee agrees to pay to the Licensor royalty as set out below on dies which he sells to said shoe manufacturing companies for use on said machines or under said patents, whether anvil or post dies or dies to slide on an anvil, with or without masks and whether covered by said patents or not, except in the case of flat bed dies with masks as to which royalty shall be payable only when the dies are covered by said patents. The royalty shall be 15% of the invoice price (prior to deduction of cash discounts, freight or advertising allowances, excise or other like taxes, or any allowances not according to general trade practices) of each die, anvil, work locating element, and/or other die part made under this license, unless said royalty as so computed amounts to less than \$2.00 on any one item sold hereunder as a unit structure, or combination sold as an item, in which case the Licensee agrees to pay \$2.00 as a minimum royalty for said item.

Failure, by the party to whom the product is sold, to pay the Licensee, either wholly or in part shall not alter, change or modify the determined royalty.

For the purpose of this agreement all dies or parts thereof shall be considered as sold when the same have been invoiced, or if not invoiced, when they have been delivered, shipped or mailed.

4. Licensee shall have the right to supply die parts for, and/or to modify existing dies in which license fees have [fol. 95] been paid by him to the Licensor, or which were made by other Licensees of the Licensor, and are so marked, by substituting and/or adding new die parts, on the same royalty basis, as specified in Clause 3 supra, and giving new serial numbers to these elements or the modified dies, and reporting the old serial numbers, as well as the new numbers in his current report, in accordance with Clause 11 hereof.

5. Licensee shall have the right to modify existing dies, or die parts not falling within this license, or which fall within this license and were not sold by a Licensee, and hence do not carry a licensed marking under the above

named patents, and agrees that on all such dies, elements or parts which he alters, changes, rebuilds, or modifies, and thereby brings within the terms of this license, to report the complete dies as new dies at his regular selling price for new dies, giving new serial numbers thereto.

Licensee agrees that he will supply no die parts for use with unlicensed dies, which dies when modified by such parts would fall within the terms of this license, unless such dies as modified are reported and royalty paid by Licensee as herein provided.

6. Licensee agrees to manufacture all dies and parts thereof which he sells or distributes pursuant to this contract, or to purchase such dies or parts thereof as he does not manufacture, solely through Licenser, unless obtaining written consent of Licenser to do otherwise.

7. Licensee agrees that he will manufacture all dies and parts thereof under this license in a good workmanlike manner and of first-class materials and will supply same only as herein provided for. Licenser or his representative shall [fol. 96] have access during business hours to the factory of Licensee in order to view his manufacture of the licensed product, and the Licensee shall supply full information as to same.

8. Licensee agrees that he will stamp each and every die, anvil, work locating element, and replacement element made and sold by him under this license, in a permanent and clear manner with a serial number beginning with OB-1, and numbering each die and work locating element consecutively thereafter during the life of this contract, except as this may be modified by the Licenser, the same serial number not to be applied to more than one die.

9. Licensee agrees that on each die assembly and work locating element, which he sells and which in accordance with this agreement must bear a serial number, he will cause to appear in legible characters, prominently displayed, together with its own name, a patent notice as follows:

Licensed under United States Patents
Reissue No. 20202, 20203, 20206.

Licensee shall not place any patent notice other than the above on structures sold hereunder, without the Licenser's written permission.

10. Licensee agrees to keep books of account covering all dies and parts thereof made by him, and to permit access of Licensor or his representatives at any time, upon reasonable notice, to examine the said books and papers relating to the same, and agrees to supply copies of said accounts under oath if desired, and from time to time as requested.

11. Licensee agrees that he will send to the Licensor, accountings, returns and payments by the 20th of each month, [fol. 97] of all dies and parts thereof made, altered or rebuilt in accordance with this license, which he has sold during the preceding calendar month, beginning with November 1, 1938, the returns therefore commencing December 20, 1938, said returns shall include two impressions on light paper of each die made, altered, or rebuilt which he has sold or distributed during the accounting period, and an outline of the gauge portion of the work locating element, together with the name of the customer, the serial number of the die, pattern name and/or number and selling price and date of sale on one of said impressions, copy of invoice to customer, and a statement listing each die, the selling price, date sold, and name of user.

12. As liquidated damage, to reimburse Licensor for time and expense in bringing out the facts in connection therewith, Licensee shall pay to the Licensor the entire selling price for any die, work locating element, part or article, the manufacture and/or sale of which breaches any clause of this license, or for which Licensee has failed to account or pay the required royalty to the Licensor within the time above provided. But such payment shall not disentitle the Licensor from the right of cancellation of this contract, as hereinafter provided for because of such breach.

13. Licensee hereby admits, and agrees never, either directly or indirectly, to contest the novelty, validity, right or title of Licensor in and to the said Letters Patent.

14. This license, unless cancelled, shall extend for the term of the Letters Patent covered thereby. This license may be cancelled by the Licensor, for cause or breach of condition, upon first giving thirty days written notice of the cause or breach complained of and if not corrected within [fol. 98] said time, a further written notice of cancellation may be sent registered mail by Licensor to Licensee cancel-

ling this license, but such cancellation shall not affect the right of Licensor to collect royalties then due.

Failure on the part of the Licensee to manufacture and report dies under this license for a period of six months shall constitute a cause warranting cancellation of this license as provided herein.

The Licensor hereby waives all rights to collect from the Licensee for past infringements of his said letters patents, and in consideration of this waiver, the Licensee agrees that the Licensor may at any time during the life of this contract on ninety days notice cancel and terminate this agreement if in his opinion his interests require.

15. This license is personal to the Licensee for the territory herein reserved and for manufacture under this license at Auburn, Maine, and is under Licensor's said patents only, and is not to be construed as involving any license under other or subsequent patent rights of said Licensor.

Licensee agrees to cooperate in the protection of the patent rights granted under said patents, and in the promotion and development of the business thereof and thereunder, and agrees to refrain from doing any acts under his license herein, tending to jeopardize the validity and/or enforceability of said patents. Licensee further agrees that he will accept orders for such licensed dies and/or parts thereof from any concern of good commercial standing, located in the territory set out in Clause 2, and in possession of a licensed machine as set out in Clause 1, regardless of whether or not such orders include other business to the Licensee, and will invoice same at his regular price and will render his regular service thereon.

[fol. 99] In Witness Whereof, the parties hereto have hereunto set their hands and seals, this 1st day of November, 1938.

Harold G. O'Brien. Benjamin W. Freeman.

Executed in Duplicate.

[fol. 100] DEFENDANT'S EXHIBIT A-20

License Contract

This agreement made this tenth day of October, 1939, by and between Benjamin W. Freeman, of Cincinnati, Ohio, hereinafter called the Licensor, and Universal Die Com-

pany, a corporation of Missouri, having its usual place of business at St. Louis, Missouri, and Frank J. Hardwig, one of the principal owners and Secretary and Treasurer of said Universal Die Company, hereinafter called the Licensee,

Witnesseth

That, whereas said Benjamin W. Freeman is the inventor and sole owner of United States Letters Patents Reissue No. 20202 and Reissue No. 20203 dated December 8, 1936 and sole owner of United States Letters Patent Reissue No. 20206 dated December 15, 1936, on processes, cut out machines, dies and parts thereof, hereinafter referred to as said patents, and

Whereas, the Licensee desires to manufacture dies and parts thereof under said patents or any of them, and to sell the same to shoe manufacturing companies who have or will have cut out machines manufactured under or used under said patents, or any of them, pursuant to license thereunder, or in the case of flat bed dies with masks, for any machines.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. A personal, individual, non-transferable and non-exclusive license is hereby granted by said Licensor under said patents, and any re-issues and/or divisions thereof, to the Licensee to make at St. Louis, Missouri, (but not elsewhere without the written consent of the Licensor), dies and parts [fol. 101] thereof under said patents, or any of them, and to sell the same to shoe manufacturing companies who have or will have cut out machines manufactured under or used under said patents, or any of them, pursuant to License thereunder, or in the case of flat bed dies with masks, for any machines.

2. This license to sell such dies, anvils and masks is limited to distribution or sale for use in the following territory: namely, the states of Missouri, and Illinois, excepting the city of Chicago and Cook County, the cities of Vincennes, Indiana, Paducah, Kentucky, and Union City, Tennessee.

3. The Licensee agrees to pay to the Licensor royalty as set out below on dies which it sells to said shoe manufactur-

ing companies for use on said machines or under said patents, whether anvil or post dies or dies to slide on an anvil with or without masks and whether covered by said patents or not except in the case of flat bed dies with masks as to which royalty shall be payable only when the dies are covered by said patents. The royalty shall be 15% of the invoice price (prior to deduction of cash discounts, freight or advertising allowances, excise or other like taxes, or any allowances not according to general trade practices) of each die, anvil, work locating element, and/or other die part made under this license, unless said royalty as so computed amounts to less than \$2.00 on any one item sold hereunder as a unit structure, or combination sold as an item, in which case the Licensee agrees to pay \$2.00 as a minimum royalty for said item.

Failure, by the party to whom the product is sold, to pay the Licensee, either wholly or in part shall not alter, change or modify the determined royalty.

[fol. 102] For the purpose of this agreement all dies or parts thereof shall be considered as sold when the same have been invoiced, or if not invoiced, when they have been delivered, shipped or mailed.

4. Licensee shall have the right to supply die parts for, and/or to modify existing dies in which license fees have been paid by it to the Licensor, or which were made by other Licensees of the Licensor, and are so marked, by substituting and/or adding new die parts, on the same royalty basis, as specified in Clause 3 supra, and giving new serial numbers to these elements or the modified dies, and reporting the old serial numbers, as well as the new numbers in its current report, in accordance with Clause 11 hereof.

5. Licensee shall have the right to modify existing dies, or die parts not falling within this license, or which fall within this license and were not sold by a Licensee, and hence do not carry a licensed marking under the above named patents, and agrees that on all such dies, elements or parts which it alters, changes, rebuilds, or modifies, and thereby brings within the terms of this license, to report the complete dies as new dies at its regular selling price for new dies, giving new serial numbers thereto.

Licensee agrees that it will supply no die parts for use with unlicensed dies, which dies when modified by such parts would fall within the terms of this license, unless such

dies as modified are reported and royalty paid by Licensee as herein provided.

6. Licensee agrees to manufacture all dies and parts thereof which it sells or distributes pursuant to this contract, or to purchase such dies or parts thereof as it does not manufacture, solely through Licensor, unless obtaining [fol. 103] written consent of Licensor to do otherwise.

7. Licensee agrees that it will manufacture all dies and parts thereof under this license in a good workmanlike manner and of first-class materials and will supply same only as herein provided for. Licensor or its representative shall have access during business hours to the factory of Licensee in order to view its manufacture of the licensed product, and the Licensee shall supply full information as to same.

8. Licensee agrees that it will stamp each and every die, anvil, work locating element, and replacement element made and sold by it under this license, in a permanent and clear manner with a serial number beginning with U-1, and numbering each die and work locating element consecutively thereafter during the life of this contract, except as this may be modified by the Licensor, the same serial number not to be applied to more than one die.

9. Licensee agrees that on each die assembly and work locating element, which it sells and which in accordance with this agreement, must bear a serial number, it will cause to appear in legible characters, prominently displayed, together with its own name, a patent notice as follows:

Licensed under United States Patents.
Reissue No. 20202, 20203, 20206.

Licensee shall not place any patent notice other than the above on structures sold hereunder, without the Licensor's written permission.

10. Licensee agrees to keep books of account covering all dies and parts thereof made by it, and to permit access of Licensor or his representatives at any time, upon reasonable notice, to examine the said books and papers relating to the same, and agrees to supply copies of said accounts under oath if desired, and from time to time as requested.

11. Licensee agrees that it will send to the Licensor, accountings, returns and payments by the 20th of each month, of all dies and parts thereof made, altered or rebuilt in accordance with this license, which it has sold during the preceding calendar month, beginning with October 10, 1939, the returns therefore commencing November 20, 1939, said returns shall include two impressions on light paper of each die made, altered, or rebuilt which it has sold or distributed during the accounting period, and an outline of the gauge portion of the work locating element, together with the name of the customer, the serial number of the die, pattern name and/or number and selling price and date of sale on one of said impressions, copy of invoice to customer, and a statement listing each die, the selling price, date sold, and name of user.

12. As liquidated damage, to reimburse Licensor for time and expense in bringing out the facts in connection therewith, Licensee shall pay to the Licensor the entire selling price for any die, work locating element, part or article, the manufacture and/or sale of which breaches any clause of this license, or for which Licensee has failed to account or pay the required royalty to the Licensor within the time above provided. But such payment shall not disentitle the Licensor from the right of cancellation of this contract, as hereinafter provided for because of such breach.

13. Licensee hereby admits, and agrees never, either directly or indirectly, to contest the novelty, validity, right or [fol. 105] title of Licensor in and to the said Letters Patent.

14. This license, unless cancelled, shall extend for the term of the Letters Patent covered thereby. This license may be cancelled by the Licensor, for cause or breach of condition, upon first giving thirty days written notice of the cause or breach complained of and if not corrected within said time, a further written notice of cancellation may be sent registered mail by Licensor to Licensee cancelling this license, but such cancellation shall not affect the right of Licensor to collect royalties then due.

Failure on the part of the Licensee to manufacture and report dies under this license for a period of six months shall constitute a cause warranting cancellation of this license as provided herein.

The Licenser hereby waives all rights to collect from the Licensee for past infringements of his said letters patents, and in consideration of this waiver, the Licensee agrees that the Licenser may at any time during the life of this contract on ninety days notice cancel and terminate this agreement if in his opinion his interests require.

15. This license is personal to the Licensee for the territory herein reserved and for manufacture under this license at St. Louis, Missouri, and is under Licenser's said patents only, and is not to be construed as involving any license under other or subsequent patent rights of said Licenser.

Licensee agrees to cooperate in the protection of the patent rights granted under said patents, and in the promotion [fol. 106] and development of the business thereof and thereunder, and agrees to refrain from doing any acts under its license herein, tending to jeopardize the validity and/or enforcibility of said patents. Licensee further agrees that it will accept orders for such licensed dies and/or parts thereof from any concern of good commercial standing, located in the territory set out in Clause 2, and in possession of a licensed machine as set out in Clause 1, regardless of whether or not such orders include other business to the Licensee, and will invoice same at its regular price and will render its regular service thereon.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, this 10th day of October, 1939.

Universal Die Company, Frank J. Hardwig, Secy. &
Treas., Benjamin W. Freeman, Frank J. Hardwig.

Executed in Duplicate.

[fol. 107]

DEFENDANT'S EXHIBIT A-21

License Contract

This agreement made this third day of November, 1938, by and between Benjamin W. Freeman, of Cincinnati, Ohio, hereinafter called the Licenser, and Daniels Machine & Die Company, Incorporated, a corporation of Massachusetts, having its usual place of business at Haverhill, Massachusetts, and N. J. Daniels, principal owner and manager of said

Daniels Machine & Die Company, Incorporated, hereinafter called the Licensee,

Witnesseth:

That, Whereas said Benjamin W. Freeman is the inventor and sole owner of United States Letters Patents Reissue No. 20202 and Reissue No. 20203 dated December 8, 1936 and Reissue No. 20206 dated December 15, 1936, on processes, cut out machines, dies and parts thereof, hereinafter referred to as said patents, and

Whereas, the Licensee desires to manufacture dies and parts thereof under said patents or any of them, and to sell the same to shoe manufacturing companies who have or will have cut out machines manufactured under or used under said patents, or any of them, pursuant to license thereunder, or in the case of flat bed dies with masks, for any machines.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. A personal, individual, non-transferable and non-exclusive license is hereby granted by said licensor under said patents, and any re-issues and/or divisions thereof, to the Licensee to make at Haverhill, Massachusetts, (but not elsewhere without the written consent of the Licensor), dies [fol. 108] and parts thereof under said patents, or any of them, and to sell the same to shoe manufacturing companies who have or will have cut out machines manufactured under or used under said patents, or any of them, pursuant to license thereunder, or in the case of flat bed dies with masks, for any machines.

2. This license to manufacture such dies and parts thereof is limited to distribution or sale or use in an area formed within a radius of fifty miles of Haverhill, Massachusetts, and is limited to the following factories located within this area:

Colella-Milano, Inc., Haverhill, Mass.
 Connolly Shoe Co., Haverhill, Mass.
 Cote Shoe Co., Inc., Haverhill, Mass.
 Dainty Maid Shoe Co., Inc., Haverhill, Mass.
 Fitts Shoe Company, Haverhill, Mass.
 Freedlender Shoe Company, Haverhill, Mass.
 Goldberg Bros., Inc., Haverhill, Mass.
 Grand Shoe Company, Inc., Haverhill, Mass.

Green Bell Shoe Company, Haverhill, Mass.
 Hartman Shoe Mfg. Company, Haverhill, Mass.
 Har-West Shoe Company, Haverhill, Mass.
 Herk Shoe Company, Haverhill, Mass.
 Herbert Holtz Shoe Company, Haverhill, Mass.
 J. & A. Shoe Company, Haverhill, Mass.
 R. Jonas Shoe Company, Haverhill, Mass.
 S. Klayman & Sons, Inc., Haverhill, Mass.
 Knights-Allen Company, Inc., Haverhill, Mass.
 Knipe Bros., Inc., Haverhill, Mass.
 Lincoln Shoe Company, Haverhill, Mass.
 P. & G. Shoe Company, Haverhill, Mass.
 Philips Shoe Mfg. Company, Haverhill, Mass.
 Unitey Shoemakers Corporation, Haverhill, Mass.
 Arlington Shoe Mfg. Co., Inc., Methuen, Mass.
 Milton Shoes, Inc., Methuen, Mass.
 Federal Shoe, Inc., Lowell, Mass.
 Nashua Slipper Company, Lowell, Mass.
 Wise Shoe Company, Amesbury, Mass.
 Martin-Tickelis Shoe Co., Inc., Ipswich, Mass.
 Kra-Co Shoe Corporation, Danville, N. H.
 Plaistow Shoe Company, Plaistow, N. H.
 McKay, Frank Shoe Co., Inc., Salem, N. H.
 Bradford Shoe Company, Hampton, N. H.
 Dover Shoe Company, Dover, N. H.
 Banner Shoe Corporation, Dover, N. H.
 Newmarket Shoe Company, Newmarket, N. H.
 Tappan Shoe, Inc., Newton, N. H.
 Wise Shoe Co., Inc., Exeter, N. H.
 Barr & Bloomfield Shoe Mfg. Co., Seabrook, N. H.
 Bourque Shoe Company, Raymond, N. H.
 Chelmsford Shoe Company, Derry, N. H.
 M. Sibulkin Shoe Co., Inc., Manchester, N. H.
 [fol. 109] B. & C. Shoe Company, Manchester, N. H.
 Chas. Cobb Shoe Company, Inc., Manchester, N. H.
 Myrna Shoe, Inc., Manchester, N. H.
 Queen City Shoe Mfg. Corp., Manchester, N. H.
 Kesslen Shoe Company, Kennebunk, Me.
 Mitchell Shoe Company, Biddeford, Me.

3. The Licensee agrees to pay to the Licensor royalty as set out below on dies which it sells to said shoe manufacturing companies for use on said machines or under said patents, whether anvil or post dies or dies to slide on an anvil,

with or without masks and whether covered by said patents or not, except in the case of flat bed dies with masks as to which royalty shall be payable only when the dies are covered by said patents. The royalty shall be 15% of the invoice price (prior to deduction of cash discounts, freight or advertising allowances, excise or other like taxes, or any allowances not according to general trade practices) of each die, anvil, work locating element, and/or other die part made under this license, unless said royalty as so computed amounts to less than \$2.00 on any one item sold hereunder as a unit structure, or combination sold as an item, in which case the Licensee agrees to pay \$2.00 as a minimum royalty for said item.

Failure, by the party to whom the product is sold, to pay the Licensee, either wholly or in part shall not alter, change or modify the determined royalty.

For the purpose of this agreement all dies or parts thereof shall be considered as sold when the same have been invoiced, or if not invoiced, when they have been delivered, shipped or mailed.

4. Licensee shall have the right to supply die parts for, and/or to modify existing dies in which license fees have been paid by it to the Licensor, or which were made by other [fol.110] Licensees of the Licensor, and are so marked, by substituting and/or adding new die parts, on the same royalty basis, as specified in Clause 3 supra and giving new serial numbers to these elements or the modified dies, and reporting the old serial numbers, as well as the new numbers in its current report, in accordance with Clause 11 hereof.

5. Licensee shall have the right to modify existing dies, or die parts not falling within this license, or which fall within this license and were not sold by a Licensee, and hence do not carry a licensed marking under the above named patents, and agrees that on all such dies, elements or parts which it alters, changes, rebuilds, or modifies, and thereby brings within the terms of this license, to report the complete dies as new dies at its regular selling price for new dies, giving new serial numbers thereto.

Licensee agrees that it will supply no die parts for use with unlicensed dies, which dies when modified by such parts would fall within the terms of this license, unless such

dies as modified are reported and royalty paid by Licensee as herein provided.

6. Licensee agrees to manufacture all dies and parts thereof which it sells or distributes pursuant to this contract, or to purchase such dies or parts thereof as it does not manufacture, solely through Licensor, unless obtaining written consent of Licensor to do otherwise.

7. Licensee agrees that it will manufacture all dies and parts thereof under this license in a good workmanlike manner and of first-class materials and will supply same only as herein provided for. Licensor or its representative shall have access during business hours to the factory of Licensee in order to view its manufacture of the licensed [fol. 111] product, and the Licensee shall supply full information as to same.

8. Licensee agrees that it will stamp each and every die, anvil, work locating element, and replacement element made and sold by it under this license, in a permanent and clear manner with a serial number beginning with D-1, and numbering each die and work locating element consecutively thereafter during the life of this contract, except as this may be modified by the Licensor, the same serial number not to be applied to more than one die.

9. Licensee agrees that on each die assembly and work locating element, which it sells and which in accordance with this agreement, must bear a serial number, it will cause to appear in legible characters, prominently displayed, together with its own name, a patent notice as follows:

Licensed under United States Patents
Reissue No. 20202, 20203, 20206

Licensee shall not place any patent notice other than the above on structures sold hereunder, without the Licensor's written permission.

10. Licensee agrees to keep books of account covering all dies and parts thereof made by it, and to permit access of Licensor or his representatives at any time, upon reasonable notice, to examine the said books and papers relating to the same, and agrees to supply copies of said accounts under oath if desired, and from time to time as requested.

11. Licensee agrees that it will send to the Licensor, accountings, returns and payments by the 20th of each month,

of all dies and parts thereof made, altered or rebuilt in accordance with this license, which it has sold during the preceding calendar month, beginning with November 3, [fol. 112] 1938, the returns therefore commencing December 20, 1938, said returns shall include two impressions on light paper of each die made, altered, or rebuilt which it has sold or distributed during the accounting period, and an outline of the gauge portion of the work locating element, together with the name of the customer, the serial number of the die, pattern name and/or number and selling price and date of sale on one of said impressions, copy of invoice to customer, and a statement listing each die, the selling price, date sold, and name of user.

12. As liquidated damage, to reimburse Licensor for time and expense in bringing out the facts in connection therewith, Licensee shall pay to the Licensor the entire selling price for any die, work locating element, part of article, the manufacture and/or sale of which breaches any clause of this license, or for which Licensee has failed to account or pay the required royalty to the Licensor within the time above provided. But such payment shall not disentitle the Licensor from the right of cancellation of this contract, as hereinafter provided for because of such breach.

13. Licensee hereby admits, and agrees never, either directly, or indirectly, to contest the novelty, validity, right or title of Licensor in and to the said Letters Patent.

14. This license, unless cancelled, shall extend for the term of the Letters Patent covered thereby. This license may be cancelled by the Licensor, for cause or breach of condition, upon first giving thirty days written notice of the cause or breach complained of and if not corrected [fol. 113] within said time, a further written notice of cancellation may be sent registered mail by Licensor to Licensee cancelling this license, but such cancellation shall not affect the right of Licensor to collect royalties then due.

Failure on the part of the Licensee to manufacture and report dies under this license for a period of six months shall constitute a cause warranting cancellation of this license as provided herein.

The Licensor hereby waives all rights to collect from the Licensee for past infringements of his said letters patents, and in consideration of this waiver, the Licensee agrees that the Licensor may at any time during the life of this

contract on ninety days notice cancel and terminate this agreement if in his opinion his interests require.

15. This license is personal to the Licensee for the territory herein reserved and for manufacture under this license at Haverhill, Massachusetts, and is under Licensor's said patents only, and is not to be construed as involving any license under other or subsequent patent rights of said Licensor.

Licensee agrees to cooperate in the protection of the patent rights granted under said patents, and in the promotion and development of the business thereof and thereunder, and agrees to refrain from doing any acts under its license herein, tending to jeopardize the validity and/or enforceability of said patents. Licensee further agrees that it will accept orders for such licensed dies and/or parts thereof from any concern of good commercial standing, located in the territory set out in Clause 2, and in possession of a licensed machine as set out in Clause 1, regardless of [fol. 114] whether or not such orders include other business to the Licensee, and will invoice same at its regular price and will render its regular service thereon.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, this 3d day of November, 1938.

Daniels Machine & Die Company, Inc. N. J.

Daniels, Pres., N. J. Daniels, Benjamin W. Freeman.

Executed in Duplicate.

[fol. 115] License to Daniels Machine & Die Company, Haverhill, Enlarged to Include the Following:

Name	Address	Method	Date
Miller Shoe Company	Derry, N. H.	Letter	12- 5-38
Wingate, Inc.	Newton Junction, N. H.	Letter	12- 5-38
Vinecour Shoe Co., Inc.	Haverhill, Mass.	Wire	12-14-38
Washington Shoe Co., Inc.	Salem, N. H.	Letter	1- 4-39
Smith, Miller, Hermer, Inc.	Salmon Falls, N. H.	Letter	2- 6-39
Jos. Freeman Shoe Co.	Somersworth, N. H.	"	2- 6-39
Somersworth Shoe Co.	Somersworth, N. H.	"	2- 6-39
Mayfair Shoe Co.	Newburyport, Mass.	"	2- 6-39
Maybury Shoe Co.	Rochester, N. H.	"	2- 6-39
Allen Shoe Co., Inc.	Haverhill, Mass.	"	2- 6-39
Ruth Shoe Company	Newburyport, Mass.	"	2- 6-39
Phyllis Shoe Co.	"	"	2- 6-39
Fleisher Shoe Co.	Goffs Falls, N. H.	"	2- 6-39
Louis Shoe Company	Amesbury, Mass.	"	2- 6-39
LaDiva Shoe Co.	Richmond, Quebec	Wire	2-13-39
Manchester Nov. Shoe Co.	Manchester, N. H.	Letter	4-18-39
Grand'Mere Shoe Co.	Grand'Mere, Quebec	Wire	4-22-39
Roberts Shoe Company	Newburyport, Mass.	Wire	4-26-39
Tetrault Shoe Co.	Montreal, Quebec	"	10-30-39

[fol. 116]

DEFENDANT'S EXHIBIT A-22

License Contract

This agreement made this seventeenth day of June, 1939, by and between Benjamin W. Freeman, of Cincinnati, Ohio, hereinafter called the Licensor, and Marlboro Machine Die Company, Incorporated, a corporation of Massachusetts, having its usual place of business at Marlboro, Massachusetts, and Charles E. Newton, one of the principal owners and Treasurer of said Marlboro Machine Die Company, Incorporated, hereinafter called the Licensee,

Witnesseth, That Whereas said Benjamin W. Freeman is the inventor and sole owner of United States Letters Patents Reissue No. 20202 and Reissue No. 20203 dated December 8, 1936 and Reissue No. 20206 dated December 15, 1936, on processes, cut out machines, dies and parts thereof, hereinafter referred to as said patents, and

Whereas, the Licensee desires to manufacture dies and parts thereof under said patents or any of them, and to sell the same to shoe manufacturing companies who have or will have cut out machines manufactured under or used under said patents, or any of them, pursuant to license thereunder, or in the case of flat bed dies with masks, for any machines.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. A personal, individual, non-transferable and non-exclusive license is hereby granted by said Licensor under said patents, and any re-issues and/or divisions thereof, to the Licensee to make at Marlboro, Massachusetts, (but not elsewhere without the written consent of the Licensor), [fol. 117] dies and parts thereof under said patents, or any of them, and to sell the same to shoe manufacturing companies who have or will have cut out machines manufactured under or used under said patents, or any of them, pursuant to license thereunder, or in the case of flat bed dies with masks, for any machines.

2. This license to manufacture such dies and parts thereof is limited to distribution or sale or use in an area formed within a radius of fifty miles of Marlboro, Massachusetts, except as to North Adams, Massachusetts and

factories noted in Vermont and New Hampshire, and is limited to the following factories located within this area:

- Edmar Footwear Company, Putnam, Conn.
- Ansin Shoe Mfg. Company, Athol, Mass.
- Anwelt Shoe Mfg. Company, Athol, Mass.
- Monarch Shoe Company, Althol, Mass.
- Beacon Hill Shoe Company, Boston, Mass.
- Bickford Shoe Company, Boston, Mass.
- Bristol Shoe Company, Boston, Mass.
- The Green Shoe Mfg. Co., Boston, Mass.
- Scholnick Shoe Company, Boston, Mass.
- Gold Seal Shoe Corporation, Boston, Mass.
- A. R. Hyde & Sons Co. Cambridge, Mass.
- Jay Shoe Mfg. Company, Cambridge, Mass.
- Monarch Shoe Co., Inc., Cambridge, Mass.
- Specialty Shoe Mfg. Co., Inc., Cambridge, Mass.
- Wheaton Shoe Company, Cambridge, Mass.
- Comfort Slipper Corp., Fitchburg, Mass.
- Fitchburg Shoe Mfg. Co., Fitchburg, Mass.
- American Shoe Co., Inc., Framingham, Mass.
- Elite Shoe Company, Framingham, Mass.
- The Suffolk Shoe Co., Gardner, Mass.
- Braga Shoe Company, Hudson, Mass.
- Fisher Shoe Company, Hudson, Mass.
- Chris Laganas Shoe Co., Lowell, Mass.
- Lowell Shoe Co., Inc., Lowell, Mass.
- John Pillying Shoe Co., Lowell, Mass.
- A. Jacobs & Sons Co., Inc., Lynn, Mass.
- B. A. Corbin & Son Co., Marlboro, Mass.
- Curtis Shoe Co., Inc., Marlboro, Mass.
- John A. Frye Shoe Co., Marlboro, Mass.
- John P. Manning & Co., Marlboro, Mass.
- National Shoe Corporation, Marlboro, Mass.
- Mutual Shoe Corporation, Marlboro, Mass.
- Myer T. Ornsteen Shoe Co., Marlboro, Mass.
- Stratford Shoe Corp., Marlboro, Mass.
- Sulkis Shoe Company, Marlboro, Mass.
- [fol. 118] Publix Shoe Corporation, Milford, Mass.
- Horn & Short Shoe Co., Natick, Mass.
- Gale Shoe Mfg. Company, No. Adams, Mass.
- Bancroft-Walker Co., Waltham, Mass.
- Peerless Shoe Corp., Ware, Mass.
- Webster Shoe Corp., Webster, Mass.

Adams Slipper Company, Webster, Mass.
 B-W Footwear Co., Inc., Webster, Mass.
 Bates Shoe Company, Webster, Mass.
 Headway Shoe Corp., Webster, Mass.
 Rasmussen Shoe Co., Westboro, Mass.
 Bancroft Shoe Company, Worcester, Mass.
 H. H. Brown Shoe Co., Inc., Worcester, Mass.
 A. E. Emerson Shoe Co., Inc., Worcester, Mass.
 Franzen Shoe & Slipper Co., Inc., Worcester, Mass.
 C. A. Grosvenor Shoe Co., Worcester, Mass.
 Heywood Boot & Shoe Co., Worcester, Mass.
 Lind Shoe Company, Worcester, Mass.
 Manning Gibbs Shoe Company, Worcester, Mass.
 F. A. Mossey Shoe Co., Worcester, Mass.
 National Shoe Mfg. Co., Inc., Worcester, Mass.
 Frank H. Pfeiffer Co., Inc., Worcester, Mass.
 Superfine Slipper Co., Inc., Worcester, Mass.
 Viko Shoe Company, Worcester, Mass.
 Wiley, Bickford, Sweet Corporation, Worcester, Mass.
 Continental Shoe Corp., Portsmouth, N. H.
 Kimel Shoe Corporation, Claremont, N. H.
 Fleisher Shoe Company, Goff's Falls, N. H.
 J. F. McElwain Company, Manchester, N. H.
 Smith, Miller & Hermer, Inc., Salmon Falls, N. H.
 Harbro Mfg. Corporation, Bellows Falls, Vt.

3. The Licensee agrees to pay to the Licensor royalty as set out below on dies which it sells to said shoe manufacturing companies for use on said machine or under said patents, whether anvil or post dies or dies to slide on an anvil with or without masks and whether covered by said patents or not except in the case of flat bed dies with masks as to which royalty shall be payable only when the dies are covered by said patents. The royalty shall be 15% of the invoice price (prior to deduction of cash discounts, freight or advertising allowances, excise or other like taxes, or any allowances not according to general trade practices) of each die, anvil, work locating element, and/or other die part made under this license, unless said royalty as so computed amounts to less than [fol. 119] \$2.00 on any one item sold hereunder as a unit structure, or combination sold as an item, in which case the Licensee agrees to pay \$2.00 as a minimum royalty for said item.

Failure, by the party to whom the product is sold, to pay the Licensee, either wholly or in part shall not alter, change or modify the determined royalty.

For the purpose of this agreement all dies or parts thereof shall be considered as sold when the same have been invoiced, or if not invoiced, when they have been delivered, shipped or mailed.

4. Licensee shall have the right to supply die parts for, and/or to modify existing dies in which license fees have been paid by it to the Licensor, or which were made by other Licensees of the Licensor, and are so marked by substituting and/or adding new die parts, on the same royalty basis, as specified in Clause 3 supra, and giving new serial numbers to these elements or the modified dies, and reporting the old serial numbers, as well as the new numbers in its current report, in accordance with Clause 11 hereof.

5. Licensee shall have the right to modify existing dies, or die parts not falling within this license, or which fall within this license and were not sold by a Licensee, and hence do not carry a licensed marking under the above named patents, and agrees that on all such dies, elements or parts which it alters, changes, rebuilds, or modifies, and thereby brings within the terms of this license, to report the complete dies as new dies at its regular selling price for new dies, giving new serial numbers thereto.

[fol. 120] Licensee agrees that it will supply no die parts for use with unlicensed dies, which dies when modified by such parts would fall within the terms of this license, unless such dies as modified are reported and royalty paid by Licensee as herein provided.

6. Licensee agrees to manufacture all dies and parts thereof which it sells or distributes pursuant to this contract, or to purchase such dies or parts thereof as it does not manufacture, solely through Licensor, unless obtaining written consent of Licensor to do otherwise.

7. Licensee agrees that it will manufacture all dies and parts thereof under this license in a good workmanlike manner and of first-class materials and will supply same only as herein provided for. Licensor or its representative shall have access during business hours to the factory of Licensee in order to view its manufacture of the licensed product, and the Licensee shall supply full information as to same.

8. Licensee agrees that it will stamp each and every die, anvil, work locating element, and replacement element made and sold by it under this license, in a permanent and clear manner with a serial number beginning with A-1, and numbering each die and work locating element consecutively thereafter during the life of this contract, except as this may be modified by the Licensor, the same serial number not to be applied to more than one die.

9. Licensee agrees that on each die assembly and work locating element, which it sells and which in accordance with this agreement, must bear a serial number, it will cause to appear in legible characters, prominently displayed, together with its own name, a patent notice as follows:

Licensed under United States Patents
Reissue No. 20202, 20203, 20206.

Licensee shall not place any patent notice other than the above on structures sold hereunder, without the Licensor's written permission.

10. Licensee agrees to keep books of account covering all dies and parts thereof made by it, and to permit access of Licensor or his representatives at any time, upon reasonable notice, to examine the said books and papers relating to the same, and agrees to supply copies of said accounts under oath if desired, and from time to time as requested.

11. Licensee agrees that it will send to the Licensor, accountings, returns and payments by the 20th of each month, of all dies and parts thereof made, altered or rebuilt in accordance with this license, which it has sold during the preceding calendar month, beginning with June 17, 1939, the returns therefore commencing July 20, 1939, said returns shall include two impressions on light paper of each die made, altered, or rebuilt which it has sold or distributed during the accounting period, and an outline of the gauge portion of the work locating element, together with the name of the customer, the serial number of the die, pattern name and/or number and selling price and date of sale on one of said impressions, copy of invoice to customer, and a statement listing each die, the selling price, date sold, and name of user.

12. As liquidated damage, to reimburse Licensor for time and expense in bringing out the facts in connection therewith, Licensee shall pay to the Licensor the entire selling price for any die, work locating element, part or article, the manufacture and/or sale of which breaches any clause [fol. 122] of this license, or for which Licensee has failed to account or pay the required royalty to the Licensor within the time above provided. But such payment shall not disentitle the Licensor from the right of cancellation of this contract, as hereinafter provided for because of such breach.

13. Licensee hereby admits, and agrees never, either directly or indirectly, to contest the novelty, validity, right or title of Licensor in and to the said Letters Patent.

14. This license, unless cancelled, shall extend for the term of the Letters Patent covered thereby. This license may be cancelled by the Licensor, for cause or breach of condition, upon first giving thirty days written notice of the cause or breach complained of and if not corrected within said time, a further written notice of cancellation may be sent registered mail by Licensor to Licensee cancelling this license, but such cancellation shall not affect the right of Licensor to collect royalties then due.

Failure on the part of the Licensee to manufacture and report dies under this license for a period of six months shall constitute a cause warranting cancellation of this license as provided herein.

The Licensor hereby waives all rights to collect from the Licensee for past infringements of his said letters patents, and in consideration of this waiver, the Licensee agrees that the Licensor may at any time during the life of this contract on ninety days notice cancel and terminate this agreement if in his opinion his interests require.

15. This license is personal to the Licensee for the territory herein reserved and for manufacture under this license [fol. 123] at Marlboro, Massachusetts, and is under Licensor's said patents only, and is not to be construed as involving any license under other or subsequent patent rights of said Licensor.

Licensee agrees to cooperate in the protection of the patent rights granted under said patents, and in the promotion and development of the business thereof and there-

under, and agrees to refrain from doing any acts under its license herein, tending to jeopardize the validity and/or enforcibility of said patents. Licensee further agrees that it will accept orders for such licensed dies and/or parts thereof from any concern of good commercial standing, located in the territory set out in Clause 2, and in possession of a licensed machine as set out in Clause 1, regardless of whether or not such orders include other business to the Licensee, and will invoice same at its regular price and will render its regular service thereon.

In witness whereof, the parties hereto have hereunto set their hands and seals, this 17th day of June, 1939.

Marlboro Machine Die Company, Charles E. Newton,
Treas., Charles E. Newton. Benjamin W. Freeman.

Executed in Duplicate.

[fol. 124] DEFENDANT'S EXHIBIT A-23

License Contract

This agreement made this 11th day of November, 1939, by and between Benjamin W. Freeman, of Cincinnati, Ohio, hereinafter called the Licensor, and Premier Machine Company, Incorporated, a corporation of Massachusetts, having its usual place of business at Boston, Massachusetts, hereinafter called the Licensee,

Witnesseth

That, whereas said Benjamin W. Freeman is the inventor and sole owner of the United States Letters Patents Reissue No. 20202 and Reissue No. 20203, dated December 8, 1936, and is sole owner of United States Letters Patent Reissue No. 20206, dated December 15, 1936, on processes, cut out machines, dies and parts thereof, hereinafter referred to as said patents, and

Whereas, the Licensee desires to manufacture dies and parts thereof under said patents or any of them, and to sell the same to shoe manufacturing companies who have or will have cut out machines manufactured under or used under said patents, or any of them, pursuant to license thereunder, or in the case of flat bed dies with masks, for any machines.

Now, therefore, this instrument witnesseth that in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. A personal, individual, non-transferable and non-exclusive license is hereby granted by said Licensor under said patents, and any re-issues and/or divisions thereof, to the Licensee to make at Boston, Massachusetts, (but not elsewhere without the written consent of the Licensor), dies and parts thereof under said patents, or any [fol. 125] of them, and to sell the same to shoe manufacturing companies who have or will have cut out machines manufactured under or used under said patents, or any of them, pursuant to license thereunder, or in the case of flat bed dies with masks, for any machines.

2. This license to manufacture such dies and parts thereof is limited to distribution or sale or use in an area formed within a radius of fifty miles of Boston, Massachusetts, except as to Athol, Webster, and New Bedford, Massachusetts, and factories noted in Maine and New Hampshire, and is limited to the following factories located within this area:

Commonwealth Shoe & Leather Co., Gardiner, Me.
 Kesslen Shoe Co., Kennebunk, Me.
 Norway Shoe Co., Norway, Me.
 High Shoe Mfg. Co., Inc., Saco, Me.
 Ansin Shoe Mfg. Co., Athol, Mass.
 Anwelt Shoe Mfg. Co., Athol, Mass.
 Monarch Shoe Co., Athol, Mass.
 Humphrey & Parker, Inc., Beverly, Mass.
 Rosenthal & Doucette, Inc., Beverly, Mass.
 Bickford Shoe Co., Boston, Mass.
 Jay Shoe Mfg. Co., Cambridge, Mass.
 Cambridge Rubber Co., Cambridge, Mass.
 Fitchburg Shoe Mfg. Co., Fitchburg, Mass.
 Elite Shoe Company, Framingham, Mass.
 Fisher Shoe Co., Hudson, Mass.
 Martin-Tickelis Shoe Co., Inc., Ipswich, Mass.
 John Pilling Shoe Co., Lowell, Mass.
 Publix Shoe Corp., Milford, Mass.
 American Huarache Co., Inc., New Bedford, Mass.
 Arrow Shoe Company, Danvers, Mass.
 Dine Shoe Corporation, Wakefield, Mass.

Knipe Bros., Inc., Ward Hill, Mass.

Webster Shoe Corpn., Webster, Mass.

National Shoe Mfg. Co., Inc., Worcester, Mass.

Kimel Shoe Corp., Claremont, N. H.

Burtron Shoe Co., Inc., Farmington, N. H.

H. O. Rondeau Shoe Co., Inc., Farmington, N. H.

3. The Licensee agrees to pay to the Licensor royalty as set out below on dies which it sells to said shoe manufacturing companies for use on said machines or under said patents, whether anvil or post dies or dies to slide on an anvil with or without masks and whether covered by [fol. 126] said patents or not except in the case of flat bed dies with masks as to which royalty shall be payable only when the dies are covered by said patents. The royalty shall be 15% of the invoice price (prior to deduction of cash discounts, freight or advertising allowances, excise or other like taxes, or any allowances not according to general trade practices) of each die, anvil, work locating element, and/or other die part made under this license unless said royalty as so computed amounts to less than \$2.00 on any one item sold hereunder as a unit structure, or combination sold as an item, in which case the Licensee agrees to pay \$2.00 as a minimum royalty for said item.

Failure, by the party to whom the product is sold, to pay the Licensee, either wholly or in part shall not alter, change or modify the determined royalty.

For the purpose of this agreement all dies or parts thereof shall be considered as sold when the same have been invoiced, or if not invoiced, when they have been delivered, shipped or mailed.

4. Licensee shall have the right to supply die parts for, and/or to modify existing dies in which license fees have been paid by it to the Licensor, or which were made by other Licensees of the Licensor, and are so marked, by substituting and/or adding new die parts, on the same royalty basis, as specified in Clause 3 supra, and giving new serial numbers to these elements or the modified dies, and reporting the old serial numbers, as well as the new numbers in its current report, in accordance with Clause 11 hereof.

5. Licensee shall have the right to modify existing dies, [fol. 127] or die parts not falling within this license, or

which fall within said license and were not sold by a Licensee, and hence do not carry a licensed marking under the above named patents, and agrees that on all such dies, elements or parts which it alters, changes, rebuilds, or modifies, and thereby brings within the terms of this license, to report the complete dies as new dies at its regular selling price for new dies, giving new serial numbers thereto.

Licensee agrees that it will supply no die parts for use with unlicensed dies, which dies when modified by such parts would fall within the terms of this license, unless such dies as modified are reported and royalty paid by Licensee as herein provided.

6. Licensee agrees to manufacture all dies and parts thereof which it sells or distributes pursuant to this contract, or to purchase such dies or parts thereof as it does not manufacture, solely through Licensors, unless obtaining written consent of Licensors to do otherwise.

7. Licensee agrees that it will manufacture all dies and parts thereof under this license in a good workmanlike manner and of first-class materials and will supply same only as herein provided for. Licensors or its representative shall have access during business hours to the factory of Licensee in order to view its manufacture of the licensed product, and the Licensee shall supply full information as to same.

8. Licensee agrees that it will stamp each and every die, anvil, work locating element, and replacement element made and sold by it under this license, in a permanent and clear manner with a serial number beginning with R-1, and numbering each die and work locating element [fol. 128] consecutively thereafter during the life of this contract, except as this may be modified by the Licensors, the same serial number not to be applied to more than one die.

9. Licensee agrees that on each die assembly and work locating element, which it sells and which in accordance with this agreement, must bear a serial number, it will cause to appear in legible characters, prominently displayed, together with its own name, a patent notice as follows:

Licensed under United States Patents
Reissue No. 20202, 20203, 20206.

Licensee shall not place any patent notice other than the above on structures sold hereunder, without the Licensor's written permission.

10. Licensee agrees to keep books of account covering all dies and parts thereof made by it, and to permit access of Licensor or his representatives at any time, upon reasonable notice, to examine the said books and papers relating to the same, and agrees to supply copies of said accounts under oath if desired, and from time to time as requested.

11. Licensee agrees that it will send to the Licensor, accountings, returns and payments by the 20th of each month, of all dies and parts thereof made, altered or rebuilt in accordance with this license, which it has sold during the preceding calendar month, beginning with November 11, 1939, the returns therefore commencing December 20th, 1939, said returns shall include two impressions on light paper of each die made, altered, or rebuilt which it has sold or distributed during the accounting period, and an outline of the gauge portion of the work locating element, [fol. 129] together with the name of the customer, the serial number of the die, pattern name and/or number and selling price and date of sale on one of said impressions, copy of invoice to customer, and a statement listing each die, the selling price, date sold, and name of user.

12. As liquidated damage, to reimburse Licensor for time and expense in bringing out the facts in connection therewith, Licensee shall pay to the Licensor the entire selling price for any die, work locating element, part or article, the manufacture and/or sale of which breaches any clause of this license, or for which Licensee has failed to account or pay the required royalty to the Licensor within the time above provided. But such payment shall not disentitle the Licensor from the right of cancellation of this contract, as hereinafter provided for because of such breach.

13. Licensee hereby admits, and agrees never, either directly or indirectly, to contest the novelty, validity, right or title of Licensor in and to the said Letters Patent.

14. This license, unless cancelled, shall extend for the term of the Letters Patent covered thereby. This license may be cancelled by the Licensor, for cause or breach of condition, upon first giving thirty days written notice of the

cause or breach complained of and if not corrected within said time, a further written notice of cancellation may be sent registered mail by Licensor to Licensee cancelling this license, but such cancellation shall not affect the right of Licensor to collect royalties then due.

Failure on the part of the Licensee to manufacture and report dies under this license for a period of six months [fol. 130] shall constitute a cause warranting cancellation of this license as provided herein.

15. The Licensee hereby agrees to the entry of the decrees hitherto filed by the Licensor, concluding the present litigation between the Licensor and Licensee. The Licensor hereby waives all rights to collect from the Licensee for past infringements of his said letters patents, except for sums specifically ordered by the United States District Court in said decrees, and in consideration of this waiver, the Licensee agrees that the Licensor may at any time during the life of this contract on ninety days notice cancel and terminate this agreement if in his opinion his interests require. The Licensor reserves the right to cancel this license forthwith, in case the Licensee is insolvent, makes any assignment of its property for the benefit of its creditors, becomes a bankrupt, or otherwise gets into a situation where its assets are held by it or other than by it, for the benefit of its creditors, and further the Licensor may cancel this agreement forthwith, if the holdings of the controlling capital stock of the defendant come into hands other than those of the present holders thereof.

16. This license is personal to the Licensee for the territory herein reserved and for manufacture under this license at Boston, Massachusetts, and is under Licensor's said patents only, and is not to be construed as involving any license under other or subsequent patent rights of said Licensor.

Licensee agrees to cooperate in the protection of the patent rights granted under said patents, and in the promotion and development of the business thereof and thereunder, and agrees to refrain from doing any acts under its license herein, tending to jeopardize the validity or enforceability [fol. 131] of said patents. Licensee further agrees that it will accept orders for such licensed dies and/or parts thereof from any concern of good commercial

standing, located in the territory set out in Clause 2, and in possession of a licensed machine as set out in Clause 1, regardless of whether or not such orders include other business to the Licensee, and will invoice same at its regular price and will render its regular service thereon.

In witness whereof, the parties hereto have hereunto set their hands and seals, this 11th day of November, 1939.

Premier Machine Company, Incorporated, Wesley D.
Blake, Pres., Clesson P. Hardy, Treas. Benjamin
W. Freeman.

Executed in Duplicate.

(5301)